CITY OF WEST COVINA

CITY COUNCIL/SUCCESSOR AGENCY

Updated August 16, 2025
Item No. 16

AUGUST 19, 2025, 7:00 PM
REGULAR MEETING

CITY HALL COUNCIL CHAMBERS
1444 W. GARVEY AVENUE SOUTH
WEST COVINA, CALIFORNIA 91790

Mayor Tony Wu
Mayor Pro Tem Letty Lopez-Viado
Councilman Ollie Cantos
Councilwoman Rosario Diaz
Councilmember Brian Gutierrez

Please turn off all cell phones and other electronic devices prior to entering the Council Chambers

AMERICANS WITH DISABILITIES ACT
The City complies with the Americans with Disabilities Act (ADA). If you will need special assistance at a Council meeting, please call (626) 939-8433 (voice) or (626) 960-4422 (TTY) from 8am to 5pm Monday through Thursday. Please call at least one day prior to the meeting date to inform us of your particular needs and to determine if accommodation is possible. For sign language interpreter services at Council meetings, please request no less than four working days prior to the meeting.

AGENDA MATERIAL
Agenda material is available for review at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina and at www.westcovina.org. Any writings or documents regarding any item on this agenda, not exempt from public disclosure, provided to a majority of the City Council that is distributed less than 72 hours before the meeting, will be made available for public inspection in the City Clerk's Office, Room 317 of City Hall located at 1444 W. Garvey Avenue South, West Covina, during normal business hours.

NOTICE
The City Council will regularly convene on the first and third Tuesday of the month. The West Covina Community Development Commission, West Covina Public Financing Authority and the West Covina Community Services Foundation are agencies on which the City Council serves as members. Agendas may contain items for these boards, as necessary.

PUBLIC COMMENTS
ADDRESSING THE CITY COUNCIL

Any person wishing to address the City Council on any matter listed on the agenda, excluding any matter set for a public hearing, or on any other matter within their jurisdiction must complete a speaker card that is provided at the entrance to the Council Chambers and submit the card to the City Clerk prior to the commencement of Oral Communications. No speaker cards will be accepted after the commencement of Oral Communications, except at the discretion of the Presiding Officer.

Please identify on the speaker card whether you are speaking on an agenda item or non-agenda. Requests to speak on agenda items will be heard prior to requests to speak on non-agenda items. Comments are limited to three (3) minutes per speaker, unless modified by the Presiding Officer or the City Council.

Any testimony or comments regarding a matter set for a public hearing will be heard during the hearing.

While members of the public are free to level criticism of City policies and the action(s) or proposed action(s) of the City Council or its members, members of the public may not engage in behavior that is disruptive to the orderly conduct of the meeting, including, but not limited to, speaking off topic, speaking beyond the speaker's allotted time limit, making slanderous or profane remarks or using loud, threatening, or abusive language which disrupts, disturbs, impedes, or renders infeasible the orderly conduct of the meeting. Members of the public may not threaten any person with physical harm or act in a manner that may reasonably be interpreted as an imminent threat of physical harm. The City of West Covina will not tolerate harassment based upon a person's race, religious creed, color, national origin, ancestry, disability, medical condition, marital status, gender, sexual orientation, or age.

RULES OF DECORUM
Excerpts from the West Covina Municipal Code and Penal Code pertaining to the Rules of Decorum will be found at the end of agenda.

AGENDA

CITY OF WEST COVINA
CITY COUNCIL/SUCCESSOR AGENCY

TUESDAY AUGUST 19, 2025, 7:00 PM
REGULAR MEETING

INVOCATION
Led by Pastor Matt Chavez from One and All Church

PLEDGE OF ALLEGIANCE
Led by Mayor Wu

ROLL CALL

REPORTING OUT FROM CLOSED SESSION

ORAL COMMUNICATIONS - Three (3) minutes per speaker
Please step forward to the podium and state your name and city of residence for the record when recognized by the Mayor.

CITY MANAGER'S REPORT
City Manager's report on current City projects.

CONSENT CALENDAR
All matters listed under CONSENT CALENDAR are considered to be routine and can be acted on by one roll call vote. There will be no separate discussion of these items unless members of the City Council/Community Development Commission request specific items to be removed from the Consent Calendar for separate discussion or action.

CITY MANAGER'S OFFICE

1) CONSIDERATION OF EXTENSIONS TO TRANSPORTATION AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.

It is recommended that the City Council take the following actions:

1. Approve a one (1) year extension to both the Transportation Services Agreement and the Lease Agreement with MV Transportation, Inc., extending the terms of both agreements through September 2, 2026; and
2. Authorize the Acting City Manager to negotiate and execute amendments memorializing the extensions and the maximum annual cost for the transportation services as outlined in MV Transportation Inc.'s cost proposal, in such final form as approved by the City Attorney.

2) CONSIDERATION OF SIXTH AMENDMENT TO AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR STREET SWEEPING SERVICES

It is recommended that the City Council:

1. Authorize the Acting City Manager to execute the Sixth Amendment to the Street Sweeping Contract with Joe's Sweeping, Inc. dba Nationwide Environmental Services, in such final form as approved by the City Attorney.
2. Adopt the following resolutions, approving the necessary budget amendments associated with the Sixth Amendment:

RESOLUTION NO. 2025-68 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (SERVICE CONTRACTS)

RESOLUTION NO. 2025-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

3) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE

It is recommended that the City Council authorize the Acting City Manager to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

4) CONSIDERATION OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR A PORTION OF DEVELOPMENT SITE (APN 8474-007-940) IN THE CITY OF WEST COVINA

It is recommended that the City Council authorize the Acting City Manager to execute the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC (Project Passion Restaurant Group) for the sale of the property located at the northeast corner of the West Covina Mall on E. Garvey Avenue South.

5) CONSIDERATION OF AGREEMENT FOR EXECUTIVE LEVEL RECRUITMENT SERVICES

It is recommended that the City Council:

1. Approve the selection of TS Talent Solutions of Tripepi Smith & Associates, Inc. to conduct the recruitments for the City Manager and Fire Chief positions.
2. Authorize the Mayor to execute an agreement with Tripepi Smith & Associates, Inc., in such form as approved by the City Attorney.

COMMUNITY SERVICES

6) CONSIDERATION OF REJECTION OF RFP 2026-05 STATE OF THE CITY CATERING PROPOSALS AND AUTHORIZATION FOR THE ACTING CITY MANAGER TO PROCURE SUCH SERVICES

Staff recommends that the City Council reject all proposals received in response to RFP No. 2026-05 State of the City Catering Services due to submitted quotes significantly exceeding reasonable pricing.

Staff further recommends that the City Council authorize the Acting City Manager to secure catering services for the 2025 State of the City event at a total cost not to exceed $30,000 for an anticipated attendance of 550 guests or fewer. This authorization will allow for direct negotiation with qualified caterers to ensure a cost-effective solution while maintaining the quality and service standards expected for the event.

FINANCE DEPARTMENT

7) CONSIDERATION OF PURCHASING REPORT AND REJECTION OF UNAWARDED BIDS

It is recommended that the City Council take the following actions:

1. Receive and file the listing of all contracts and purchase orders that have been awarded by the City Manager from February 1, 2025 to June 30, 2025.
2. Reject the unawarded bids detailed within the staff report.

8) CONSIDERATION OF MONTHLY SALARY FOR ACTING CITY MANAGER

It is recommended that the City Council approve the Acting City Manager's request to be paid a monthly salary of one dollar ($1.00) more than the highest paid subordinate supervised by the Acting City Manager, effective as of May 24, 2025.

9) CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA)

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-70 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA) FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

POLICE DEPARTMENT

PUBLIC WORKS

10) CONSIDERATION OF REJECTION OF SOLE PROPOSAL RECEIVED FOR REQUEST FOR PROPOSALS (RFP NO. 2025-10) FOR SHOPPING CART RETRIEVAL SERVICES

Staff recommends that the City Council reject the sole proposal received in response to the Request for Proposals (RFP No. 2025-10) for Shopping Cart Retrieval Services, as the proposal was non-responsive and lacked competitive pricing.

11) CONSIDERATION OF AUTHORIZATION TO PURCHASE SPECIALIZED FLEET VEHICLE: DUMP TRUCK

It is recommended that the City Council:

1. Authorize the purchase of one (1) Dump Truck for the Public Works Department's Fleet Services Division from WC Performance Ford, the lowest responsible bidder, in an amount not to exceed $100,000.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase.

3. In the event the Dump Truck is no longer available from WC Performance Ford at the time of purchase, authorize the Acting City Manager to purchase the Dump Truck from another vendor that submitted a bid or purchase a comparable vehicle meeting the City's specifications, provided the purchase price shall not exceed $100,000.

12) CONSIDERATION OF AUTHORIZATION TO PURCHASE TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM FOR INSTALLATION ON TRUCK CHASSIS

It is recommended that the City Council:

1. Authorize the purchase of a TPMT Hydraulic Driven Airless Pump Spray System, to be installed on a City-purchased truck chassis, from Roadline Products, Inc. in the amount of $159,411.88, including equipment, installation, and applicable taxes and fees.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase.
3. Adopt the following resolution:

RESOLUTION NO. 2025-66 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM)

13) APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE FOR FISCAL YEAR 2025-26

It is recommended that the City Council:

1. Authorize the Acting City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2025-2026.
2. Authorize the Acting City Manager to execute any purchase order change orders within the FY2025-26 budget for Fund 365, Fleet Management.

14) CONSIDERATION OF AUTHORIZATION TO PURCHASE SPECIALIZED FLEET VEHICLE - BOOM TRUCK

It is recommended that the City Council:

1. Authorize the purchase of one (1) VersaLift SST-40-EIH-02 boom truck from WC Performance Ford, the lowest responsible bidder, in an amount not to exceed $185,813.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase of the boom truck.
3. In the event the boom truck is no longer available from WC Performance Ford at the time of purchase, authorize the Acting City Manager to purchase a comparable vehicle meeting the City's specifications, provided the purchase price shall not exceed $200,000.
4. Adopt the following resolution:

RESOLUTION NO. 2025-64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BOOM TRUCK)

15) CONSIDERATION OF AUTHORIZATION TO PURCHASE TRUCK CHASSIS FOR INSTALLATION OF PAINT TRUCK AIRLESS PUMP SYSTEM

It is recommended that the City Council take the following actions:

1. Reject the bid received for Request for Bids (RFB) No. 2025-14.
2. Authorize the purchase of a new 2024 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis to support the installation of the TPMT Hydraulic Driven Airless Pump Spray System for roadway striping and pavement marking operations from Ken Grody Ford in an amount not to exceed $60,478.
3. Authorize the Acting City Manager to execute the purchase order and/or agreement

required for the purchase.

4. In the event the truck chassis is no longer available from Ken Grody Ford at the time of purchase, authorize the Acting City Manager to purchase a comparable vehicle meeting the City's specifications provided the purchase price shall not exceed $90,000.
5. Adopt the following resolution:

RESOLUTION NO. 2025-65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TRUCK CHASSIS)

END OF CONSENT CALENDAR

DEPARTMENTAL REGULAR MATTERS

16) REVIEW OF STREET SWEEPING PROGRAM AND STRATEGIES

It is recommended that the City Council provide direction.

MAYOR/COUNCILMEMBERS REPORTS

AB 1234 Conference and Meeting Report (verbal, if any)

(In accordance with AB 1234, Councilmembers shall make a brief report or file a written report on any meeting/event/conference attended at City expense.)

CITY COUNCIL REQUESTS FOR REPORTS, STUDIES OR INVESTIGATION

(Per City of West Covina Standing Rules 4.f - Requests for reports, studies, or investigations that are not readily available must be placed on the City Council/Successor Agency agenda as items of business and must be approved by a majority of the City Council/Successor Agency Board.)

17) PRESENTATION AND UPDATE ON CITY COUNCIL REQUESTED AUDIT OF CITY PARTNERED SPECIAL EVENTS WITH NON-PROFIT ORGANIZATIONS

It is recommended that the City Council receive and file the report.

CITY COUNCIL COMMENTS

ADJOURNMENT

Next Tentative City Council Meeting

Regular Meeting Date September 2, 2025 7:00 PM

RULES OF DECORUM

The following are excerpts from the West Covina Municipal Code:

Sec. 2-48. Manner of addressing council; time limit; persons addressing may be sworn.

a. Each person addressing the council shall step up to the rostrum, shall give his or her name and city of residence in an audible tone of voice for the record and unless further time is granted by the council, shall limit his or her address to five (5) minutes.
b. The city council may establish a limit on the duration of oral communications.
c. All remarks shall be addressed to the council as a body and not to any member thereof. No person, other than the council and the person having the floor, shall be permitted to enter into any discussion, either directly or through a member of the council, without the permission of the presiding officer. No question shall be asked of a councilmember except through the presiding officer.
d. The presiding officer may require any person to be sworn as a witness before addressing the council on any subject. Any

such person who, having taken an oath that he or she will testify truthfully, willfully and contrary to such oath states as true any material matter which he knows to be false may be held to answer criminally and subject to the penalty prescribed for perjury by the provisions of the Penal Code of the state.

Sec. 2-50. Decorum--Required.

a. While the council is in session, the members shall preserve order and decorum, and a member shall neither, by conversation or otherwise, delay or disrupt the proceedings or the peace of the council nor interrupt any member while speaking or refuse to obey the orders of the council or its presiding officer, except as otherwise herein provided.
b. Members of the public shall not willfully disrupt the meeting or act in a manner that actually impairs the orderly conduct of the meeting. For the purposes of this code, “willfully disrupt” includes, but is not limited to, continuing to do any of the following after being warned by the Mayor that continuing to do so will be a violation of the law:
    a. Addressing the Mayor and City Council without first being recognized.
    b. Persisting in addressing a subject or subjects, other than that before the Mayor and City Council.
    c. Repetitiously addressing the same subject.
    d. Failing to relinquish the podium when directed to do so.
    e. From the audience, interrupting or attempting to interrupt, a speaker, the Mayor, a council member, or a staff member or shouting or attempting to shout over a speaker, the Mayor, a council member or a staff member.
    f. As a speaker, interrupting or attempting to interrupt the Mayor, a council member, or a staff member, or shouting over or attempting to shout over the Mayor, a council member, or a staff member. Nothing in this section or any rules of the council shall be construed to prohibit public criticism of the policies, procedures, programs, or services of the City or of the acts or omissions of the City Council. It shall be unlawful to violate the provisions of this Section.

If any subsection, sentence, clause, or phrase or word of this Section 2-50 is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Section. The City Council hereby declares that it would have passed this section and each subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more subsections, sentences, clauses, phrases or words had been declared invalid or unconstitutional.

Sec. 2-52. Persons authorized to be within council area.
No person, except city officials, their representatives and members of the news media shall be permitted within the rail in front of the council chamber without the express consent of the council.

The following are excerpts from the Penal Code

148(a) (1) Every Person who willfully resists, delays, or obstructs any public officer, peace officer, or an emergency medical technician, as defined in Division 2.5 (commencing with Section 1797) of the Health and Safety code, in the discharge or attempt to discharge any duty of his or her office or employment, when no other punishment is prescribed, shall be punished by a fine not exceeding one thousand dollars ($1,000), or by imprisonment in a county jail not to exceed one year, or by both that fine and imprisonment.

403 Every person who, without authority of law, willfully disturbs or breaks up any assembly or meeting that is not unlawful in its character, other than an assembly or meeting referred to in Section 303 of the Penal Code or Section 18340 of the Elections Code, is guilty of a misdemeanor.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF EXTENSIONS TO TRANSPORTATION AND LEASE AGREEMENTS WITH MV TRANSPORTATION, INC.**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Approve a one (1) year extension to both the Transportation Services Agreement and the Lease Agreement with MV Transportation, Inc., extending the terms of both agreements through September 2, 2026; and
2. Authorize the Acting City Manager to negotiate and execute amendments memorializing the extensions and the maximum annual cost for the transportation services as outlined in MV Transportation Inc.'s cost proposal, in such final form as approved by the City Attorney.

BACKGROUND:

The City's current public transit service consists of a fixed route shuttle system and a demand response Dial-A-Ride (DAR) service. The fixed route service consists of a single alignment, the Green Line, operating Monday - Friday, from 6:30 a.m. to 6:25 p.m. (North) and 6:30 a.m. to 6:30 p.m. (South). Each direction is served by a single vehicle with a 30-minute headway. The DAR operates Monday-Saturday from 8:00 a.m. to 8:00 p.m., and Sunday from 8:00 a.m. to 6:30 p.m. Four vehicles are dedicated to the program.

On June 18, 2024, the City Council approved a 12-month pilot microtransit project that serves over half of the area of the City. Go West Covina launched on November 18, 2024. The underperforming Red and Blue lines were discontinued on February 1, 2025, as the area they served was covered by the microtransit program. The Dial-A-Ride and Green Line services have not changed. To address the City's desire to provide real-time information, MVT installed in-vehicle technology for the Green Line vehicles. The technology provides real-time bus tracking data for riders via a mobile phone application. The platform, TripShot, has iOS and Android mobile applications.

DISCUSSION:

Current agreements with MVT are set to expire on September 2, 2025. Staff requested a proposal from MV Transportation, Inc. (MVT) for a status quo service level, which includes the Green Line and Dial-A-Ride, for a term of one (1) year. The cost proposal is attached. (Attachment No. 1.)

During this time, staff will evaluate the continuance and potential expansion of the Go West Covina microtransit service.

Staff recommends that the City Council approve one-year extensions to the Transportation Services Agreement and Lease Agreement with MVT, and authorize the Acting City Manager to execute amendments memorializing the extensions and the maximum annual cost for the transportation services as outlined in MVT's cost proposal, in such final form as approved by the City Attorney.

LEGAL REVIEW:

The City Attorney's Office has reviewed the amendments and approved them as to form and will approve the final form of the amendments prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Fiscal Impact

FISCAL IMPACT:

The proposal from MVT, for the term September 2025 - September 2026, is for an amount not to exceed $1,377,165. In addition, the ongoing costs of the real-time technology for the 12-month term of the extension is $14,328. This is within the appropriated program budget. Transit services are funded with Proposition C and Measure R Local Returns. The approved FY 2025-2026 budget for the shuttle and dial-a-ride services is summarized in the table below.

Program	Account	FY 2025-2026 Budget
Shuttle	122.504.61.53.29.61.61.61200	348,600
	122.504.61.53.29.62.61.61200	580,800
	224.504.61.53.29.61.61.61200	231,840
	Subtotal - Shuttle	**$1,161,240**
Dial-A-Ride	122.504.61.53.30.00.61.61200	710,000
	Subtotal - Dial A Ride	**$ 710,000**
	Total Program Budget	**$1,871,240**
	Contract Limit	**$1,377,165**
	Budget Balance	**$ 494,075**

The months of July and August will be billed at rates under the current amendment. At this time, it is expected the budget will be sufficient to cover costs in Fiscal Year 2025-2026. Staff will return with a budget amendment later in the fiscal year, if necessary.

This program is proposed to continue being funded by Los Angeles County Metropolitan Transportation Authority (Metro) Proposition C (Fund 122) and Measure R (Fund 224), which may only be used for

transportation-related purposes. Additionally, extension of the lease agreement will result in $3,000 per month or $36,000 annually in General Fund revenue.

Attachments

Attachment No. 1 - Cost Proposal

Attachment No. 2 - MVT - Agreement

Attachment No. 3 - Transportation Services - Ninth Amendment

Attachment No. 4 - Lease - Eighth Amendment

ATTACHMENT NO. 1

APPENDIX A
COST SUMMARY MATRIX

	Fiscal Year 2025-2026
Fixed-route Cost per Revenue Hour	$ 74.57
Multiplied by Estimated Revenue Hours x 5,613	5,613
Fixed-route TOTAL	$ 418,555
Dial-A-Ride Cost per Revenue Hour	$ 58.64
Multiplied by Estimated Revenue Hours x 6,195	6,195
DAR TOTAL	$ 363,275
Multiplied by Estimated Revenue Hours x 11,807	$ 781,830
Annual Fixed Cost	$ 595,335
Monthly Fixed Cost	$ 49,611
GRAND TOTAL BY FISCAL YEAR	$ 1,377,165

TRANSPORTATION AGREEMENT FOR THE PROVISION OF FIXED ROUTE SHUTTLE SERVICES AND DIAL-A-RIDE SERVICES FOR THE CITY OF WEST COVINA

THIS AGREEMENT is entered into this 18th day of December 2013, by and between the City of West Covina, hereinafter referred to as the "City", and, MV Transportation, Inc., hereinafter referred to as the "Contractor" or "Operator".

WITNESSETH:

WHEREAS, the City has determined that it requires management, operation and maintenance services for the fixed route shuttle service and dial-a-ride service to provide transportation services to the general population; and

WHEREAS, City has circulated a Request for Proposals for Transit Operations Contract City of West Covina Purchasing Specifications 0413-A, dated April 18, 2013, which is attached hereto as Exhibit "A" and incorporated herein by reference; and

WHEREAS, Contractor has submitted its proposal entitled Proposal To City of West Covina For Transit Operations Contract Purchasing Spec. 0413-A, dated May 23, 2013, attached hereto as Exhibit "B", and incorporated herein by reference; and

WHEREAS, Contractor has submitted its offer of additional and/or alternate terms entitled Best and Final Offer – Transit Operations Contract RFP Number: 0413-A, dated August 6, 2013, attached hereto as Exhibit "C", and incorporated herein by reference; and

WHEREAS, the Contractor has represented that it has the necessary expertise, personnel and qualifications to provide the requested service; and

WHEREAS, City Council approved the execution of this Agreement at a regularly scheduled City Council Meeting on December 17th, 2013, with an effective date of March 3rd, 2014; and

NOW, THEREFORE, it is mutually understood and agreed as follows:

ARTICLE 1
COMPLETE AGREEMENT, PRECEDENCE OF DOCUMENTS

This Agreement and the attached forms and documents referred to herein and incorporated herein by reference, and the Request for Proposal (Exhibit "A"), Proposal (Exhibit "B"), submitted by the Contractor dated May 23, 2013, and Best and Final Offer (Exhibit "C"), submitted by the Contractor dated August 6, 2013 constitute the complete and exclusive Agreement between the City and the Contractor (Contract Documents) and supersede all prior representations, understandings, and communications. The invalidity in whole or in part of any provision of this

Agreement shall not affect the validity of other provisions. The City's failure to insist in any instance upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of the City's right to such performance by the Contractor. Except as otherwise allowed hereunder, any amendment shall be in writing and signed by both parties.

Any conflict, omission or difference in the Contract Documents shall be subject to the following order of precedence of Contract Documents:

1. This Agreement
2. Best and Final Offer (Exhibit "C")
3. Request for Proposals (Exhibit "A"), hereinafter the "RFP"
4. Proposal (Exhibit "B")

ARTICLE 2
AUTHORIZATION TO ACT

The West Covina City Manager or his/her designee shall have the authority to act for and exercise any of the rights of the City as set forth in this Agreement upon the authorization therefore by the West Covina City Council.

ARTICLE 3
INDEPENDENT CONTRACTOR

The Contractor's relationship to the City in the performance of this Agreement is that of an independent Contractor. The personnel performing services under this Agreement shall be deemed, for all purposes, to be the Contractor's employees and not agents or employees of the City. The Contractor shall pay all wages, salaries and other amounts due its employees for services and goods rendered by said employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, including but not limited to worker's compensation benefits.

ARTICLE 4
TERM OF THE AGREEMENT

This Agreement shall commence on March 3, 2014 and shall terminate March 2, 2019, unless earlier terminated pursuant to Article 11 below. The Agreement may be extended thereafter for up to two subsequent one-year terms upon mutual agreement of the parties without soliciting proposals and upon the agreed terms, including pricing. The parties also, upon negotiated written amendment hereto, may extend and/or modify the reimbursement rate, levels of service, types of services, change of vehicles, or any other terms which the parties determine necessary.

ARTICLE 5
STATEMENT OF SERVICES

A. GENERAL

The Contractor shall provide all management and operational functions necessary for the success of the fixed-route West Covina Shuttle and the demand-response Dial-a-Ride services (hereinafter the "Service" or "Services"). The Contractor shall provide the Services in the manner and to those areas identified on Exhibit "A" attached hereto and incorporated herein by this reference.

In addition to those Services specific to the fixed route or dial-a-ride services, the Contractor shall:

1. Order new vehicles (as described below) to provide the Services within twenty-four (24) hours of full execution of this Agreement. Contractor will warrant that these vehicles will be available for use by March 3, 2014.

2. Contractor shall, at Contractor's expense, cause all new vehicles to have appropriate branding and markings placed thereon to designate the vehicles as part of the City's transit service. City must approve the form and content of the brandings and markings prior to application. In the event that City makes modifications to its branding and required marking that require re-performance of these items, City will reimburse Contractor for actual and reasonable costs.

3. Make good-faith efforts to retain personnel employed by the existing provider of the Services, including extending offers of employment.

4. Conduct town hall meetings on an agreed schedule at reasonable frequency to educate the public, particularly senior citizens and dial-a-ride patrons on the Services.

5. Make good-faith efforts to increase efficiencies in Service, using the existing data as a baseline to work therefrom. City will provide data to Contractor after the execution of this Agreement.

6. Provide City staff with training on Passenger Complaint Tracking Software system utilized by Contractor.

7. Provide one full-time (1) project manager and two (2) full-time road supervisors dedicated to the Services under this Agreement.

8. Guarantee that Genevieve Madrid, Project Manager, and Wayne Poole, Dispatcher, will exclusively service the City's transit operations during the life of this Agreement. Neither of these individuals may be assigned to any other client of Contractor during the Term of this Agreement without the City's prior approval. Any change in the capacity or scope of services provided by Ms. Madrid or Mr. Poole must be approved by the City in writing.

Notwithstanding the foregoing, if the employment of either of these individuals is terminated for any reason, Contractor shall replace said individuals with persons of equal skill and experience to carry on the duties of the departed employee. Said replacement employees shall be subject to City approval prior to, and at anytime thereafter, assignment to the replacement position(s).

9. Provide City staff training on Contractor's complaint tracking software, as well as provide City staff ongoing access to the system to monitor complaints logged therein.

B. FIXED ROUTE SHUTTLE

The fixed route shuttle system will provide residents of West Covina with an improved service for travel within the City for shopping, business, recreational purposes, as well as large employment providers. The fixed route shuttle system's estimated annual revenue hours is 11,650 with over 108,000 passengers served. Locations within the City include: the Citrus Valley Hospital-Queen of the Valley Campus, Eastland Shopping Center, Civic Center, Cortez Park/Senior Center, the Heights Shopping Center, etc.

Specific requirements are as follows:

SHUTTLE

Hours of Service - The fixed route (**Red and Blue Line**) shuttle is approximately 17.0 service miles and will provide one (1) vehicles per line. The service will operate every thirty (30) minutes from 6:30 a.m. until 4:00 p.m. and will continue (1) vehicle per line every hour (60) minutes from 4:00 p.m. until 7:00 p.m. in a bi-directional loop (Red and Blue Line). The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

Hours of Service – The fixed route (**Green Line**) shuttle is approximately 10.0 service miles and will operate two vehicles every thirty (30) minutes during the AM and PM Peak Hours and every 60 minutes during non-peak hours as shown on the attached schedules. The shuttle will operate on the following days:

Monday – Friday:	6:30AM to 7:00PM
Saturday and Sunday:	No Service

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

1. Collection of Fares - All fare(s) will be charged to each rider and the operator will be responsible for collecting all cash fares. All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

    (a) The total fare amount collected by the Contractor shall be listed and deducted from the monthly billing statement to the City.
    (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification by the City.

2. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate Charged by the operator.

3. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all time in all vehicles at a level approved by the City.

4. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

5. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, QRT wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

6. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicle.

7. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

8. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and

$2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

9. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

10. Vehicles – The operator will be required to provide four (4) thirty-two foot (32') Starcraft Allstar F550 buses, or vehicles of equivalent or greater value and quality, for the daily shuttle operation. Additionally, City to provide two (2) City owned alternative fuel buses as spares. In the event that the Contractor does not wish to utilize the City owned buses, they must provide one (1) spare to be available when a regular vehicle is taken out of service. Vehicles are required to be ADA compliant, with a minimum seating capacity of 24 plus two (2) wheelchairs QRT tie-down system and ramp including lift. Seating configuration subject to joint approval of Contractor and the City. Vehicles should have two (2) position bike racks at the vehicle front; front and side roller head signs; passenger stop strips with pull cord functionality; overhead storage; display City logo and be equipped with two-way radios and/or cellular phone. Each vehicle will be equipped with the DriveCam video monitoring system.

11. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

12. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture.

C. DIAL-A-RIDE SERVICE

Specific requirements are as follows:

1. Provide daily transportation to City residents - The operator will be expected to provide five (5) Starcraft Allstar twenty-five foot (25') buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor

provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat 16 ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system. The dial-a-ride service area encompasses the City of West Covina, and three (3) miles beyond service area for medical appointments only. Persons will be encouraged to call for service a day in advance. All trips must be requested individually which means that no standing orders should be scheduled on service.

The dial-a-ride system's estimated annual revenue hours is 7,600 with over 24,000 passenger trips.

2. Eligible users – Dial-a-ride service is primarily intended to serve the City's elderly and disabled population.

3. Hours of Service – Dial-a-ride service shall be restricted to the following hours:

Monday-Friday:	8:00 a.m. -- 5:30 p.m.
Saturday:	No Service
Sunday:	8:00 a.m.-- 2:30 p.m. (West Covina Only)

Except the following Holidays: Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Day.

4. Amount of Service to be Provided - Approximately 24,000 trips will be provided over a one-year period.

5. Collection of Fares - Fare(s) will be charged to each rider, excluding children and escorts, and the operator will be responsible for collecting all cash fares.

   (a) The total fare amount collected by the Contractor shall be deducted from the monthly billing statement to the City.
   (b) Fares will be posted in all vehicles. Fares may be decreased or increased after approval by the City Council and upon written notification to Contractor.

6. Fuel –City shall provide alternative fuel for Contractor-owned vehicles used in providing these services. City shall pay fuel costs, which shall not be reflective in Hourly Rate charged by the Operator.

7. Heating/Air Conditioning – Heating and air conditioning shall be maintained in good working order at all times in all vehicles at a level approved by the City.

8. Grab Rails – All vehicles shall have grab rails installed to assist persons who are entering and exiting the vehicle with or without the use of the wheelchair lift, and who are inside vehicle.

9. Safety Features – Every vehicle shall be equipped with a first aid kit, fire extinguishers, wheelchair tie-down mechanisms, professionally installed sunshades and other safety features as required by the City. All equipment installed will meet Americans with Disabilities Act (ADA). No materials shall be installed that would obscure the driver's view or create a safety hazard.

10. Fare Boxes – All vehicles shall be equipped with city provided fare boxes, which provide a secure method for collecting fares.

11. Radios/Cellular Phones – All vehicles shall be equipped with a two-way radio system and/or cellular phone capable of communicating with the main base station. Operators shall utilize a hands free system while operating vehicles.

12. Cleaning – All vehicles shall be cleaned on the inside and outside daily. Vehicle exteriors shall be washed a minimum of three (3) times a week and after every rain. Vehicle interiors shall be swept prior to each day's service. Windows shall be washed and floors mopped and vacuumed a minimum of daily. Graffiti and other vandalism will be removed on a daily basis prior to start of service.

13. Telephone – The City shall provide a local (non-toll) telephone number for communication between the Contractor's dispatcher personnel, site manager and the parties served by this Agreement. The Contractor shall provide sufficient (non-toll) telephone lines to minimize busy signals and maximize response to persons calling for information. The period for telephone wait time will not exceed 10 minutes in length liquated damages shall be applied, $50.00 per incident; if it exceeds 15 minutes $100.00 per incident shall be applied, and $2.00 per minute thereafter, owed to the City or deducted from monthly bill. The Contractor shall ensure that all operators are bi-lingual, speaking both Spanish and English.

14. Signs – "NO SMOKING" and "FOR YOUR SAFETY PASSENGERS MUST REMAIN SEATED UNTIL THE VEHICLE COMPLETELY STOPS" and "NO EATING, NO DRINKING, NO MUSIC" and the "OPERATORS NAME" and "OPERATORS ID NUMBER" and "BUS NUMBER" and a "TELEPHONE NUMBER" to register complaints, comments and suggestions. The signs will be installed and maintained inside each vehicle in full view of all passengers. A "No Smoking" policy shall be enforced. Other signs may be requested by the City.

15. Vehicles - The operator will be expected to provide five (5) twenty-five foot (25') Starcraft Allstar buses, or vehicles of equivalent or greater value and quality, for the dial-a-ride service to provide trips for both same-day service, as well as, trips being scheduled one or more days in advance. One of the five Contractor provided vehicles is considered to be a spare to be available when a regular vehicle is taken out of service. These vehicles seat sixteen (16) ambulatory passengers, plus two (2) passengers using wheelchairs. Each vehicle will be equipped with the DriveCam video monitoring system.

16. Dispatch System. Contractor shall employ an automated dispatching system at least equal in performance to the Trapeze Windows PASS system. The system shall be capable of supporting subscription services, day-ahead reservations, and real time reservations.

17. Dial-a-ride applications – The Contractor shall establish a regular schedule to pick-up dial-a-ride applications received at the City office at least on a weekly basis and processed within (3) business days.

18. Advertisement – The City will be exploring the opportunity to advertise City programs and events, as well as entrepreneurial and/or private ventures that would benefit the City. Should these endeavors result in revenue generation, all such advertisement revenues, from advertising on/in the vehicles, including any electronic, print, etc. advertising shall belong to the City. Contractor shall fully cooperate with all activities associated with advertising displays as instructed and facilitated by the City, which shall be made at City's sole expense.

19. All vehicles and equipment shall conform with all applicable laws, including without limitation, the Federal Motor Vehicle Safety Standards, California Vehicle Safety Standards, California Vehicle Code, and California Administrative Code, Title 13 and the California Highway Patrol Motor Carrier Safety Regulations. The Contractor is required to obtain and affix a certification to each vehicle, which certifies that each unit meets or exceeds all state and federal requirements as of the date of manufacture. The Contractor shall participate in and comply with the DMV Pull Notice Program. The Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.

D. INSPECTION

1. The City reserves the right to inspect, examine and test, or cause such inspection, examination or testing of any dedicated vehicle and/or its equipment at any time to assure the compliance with all applicable laws and this Agreement. The Contractor shall transport any vehicle providing Services under this Agreement to a City-designated inspection facility at the Contractor's expense upon the City's request. Each vehicle, at minimum, must be inspected annually by the CHP (California Highway Patrol) and/or by any other agency at the frequencies required by State law.

   The City may also inspect the vehicles. The City shall be notified of inspections performed by a governmental agency other than the City, which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.

2. Upon request by the City or any regulatory agency, the Contractor shall immediately remove from service, and replace or repair any equipment or vehicle, which is deemed inadequate or defective as a result of mechanical failure or non-compliance of the Vehicle Specifications.

E. VEHICLE LEASE

This agreement does not provide for the lease of vehicles by City from Contractor. Contractor shall be solely responsible for procuring by purchase, lease, rental or other means, sufficient vehicles to perform the provisions of this Agreement. City shall provide two (2) City owned alternative fuel buses as back-ups for fixed route services.

F. SERVICE ADJUSTMENTS

The City reserves the right to adjust service at any time. Modifications to services may include, but are not limited to, extending, deleting, or adding routes, or parts of routes, and expanding or decreasing revenue hours. In the event actual annual revenue hours fall below eighty percent (80%) or exceed one hundred twenty percent (120%) of the total projected annual revenue hours, the parties agree to meet promptly to negotiate a revised unit cost per revenue hour with the Contractor.

G. OFFICES

The Contractor shall provide an office open to the public at least five days per week, four hours per day between the hours of 9 am and 6 pm. This office may be located at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Hall. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, and not the offices described in this section.

H. DOCUMENTS PROVIDED BY THE CONTRACTOR

The Contractor shall provide the City with the following documents throughout the term of this Agreement:

1. Written vehicle inspection check lists in the form set out by the City;
2. Wheelchair lift certificates;
3. Driver and dispatcher training manuals, as requested;
4. Certificates of insurance as required by Article 7;
5. Monthly performance reports as required by the City;
6. Unusual occurrence and all accident and injury reports, which shall be submitted within twenty-four (24) hours of the occurrence, including but not limited to, any "unsatisfactory" rating in a California Highway Patrol inspection program;
7. All data reports/information required by the RFP; and
8. Any additional information as may be required by other government agencies.

I. PERSONNEL

1. Contractor's Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees as described by the RFP or any reasonable performance standard established

by the City. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance and Social Security. The Contractor shall hold the City harmless from any liability, damages, claims, costs and expenses of any nature arising from alleged violations of personnel practices. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel furnished by the Contractor. The City must be notified promptly of new hires or reassignments of program personnel.

Contractor shall include resumes and references of personnel assigned to West Covina program who will play critical roles in the provision of service. A responsible (Program Manager) senior level employee of the Contractor must be available at all times, either by telephone or in person, to make decisions or provide coordination as necessary. The Project Manager and Route Supervisor shall not regularly perform the duties as a driver or back up driver at any time during this contract. The Project Manager and Route Supervisor may on occasion help fill in where needed on unexpected emergency events such as illnesses or absences until a cover driver has arrived to assume the duties of the regularly scheduled driver which should not exceed 3 hours. In addition, when such an emergency occurs, the City shall be immediately notified and informed of when the cover driver is expected to arrive and also when he or she has arrived and the Project Manager and Route Supervisor have returned to their regular duties.

2. Vehicle Operators

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. The Contractor shall require all vehicle operators providing services under this Agreement to provide consent for, and submit to, Live Scan fingerprinting. The City will conduct Live Scan fingerprinting at the City of West Covina Police Department, and bear all costs associated with this requirement. The City shall have the authority to deny an operator from providing services under this Agreement based on the results of said Live Scan report(s).

Vehicle operators shall pass a thorough background investigation, which shall verify the operators' qualifications, including proof they possess at least a valid California Class 11 or Class B (with appropriate endorsements) Driver's License and Medical Examination Certificate, and CPR Certification, as well as, any other licenses required by applicable federal, state and local regulations. All vehicle operators must meet the minimum standards listed below:

a. Not having been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five years, or not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.

b. Not be addicted to the use of alcohol or controlled substances.

c. Not be subject to outstanding warrants for arrest.

d. Able to read, write and speak English. Bilingual skills in Spanish or other languages are highly desirable.

e. Thorough knowledge of the service area street network.

f. Sensitive to passengers' needs, including assisting passengers, upon their request.

g. Able to handle complaints and problems as required.

Vehicle operators must be trained in all operational procedures relating to the system. Training must include techniques for dealing with the public in a helpful and courteous manner, basic information about the route and the City of West Covina, and sensitivity and empathy training directed towards the needs of elderly and disabled passengers, in compliance with the Americans with Disabilities Act. Contractor shall describe how it will maintain an ongoing employee safety and training program.

Vehicle operators shall be trained to operate all types of vehicles, wheelchair lifts, ramps, and securing all systems, as well as, other equipment, which they may be expected to use in the dial-a-ride and/or fixed-route services. This requirement pertains to all vehicle operators, both regularly assigned and relief vehicle operators.

While performing their duties on the route, vehicle operators must maintain a clean and neat appearance and must be in a uniform acceptable to the City. Uniform shall include both shirt/blouse and slacks. Operators shall wear nametags with an identification number dedicated to that sole driver, clearly displaying their names while performing their duties. While jackets and hats are not required, they should, if worn, match the uniform, and jackets should display the drivers' name tag and id number.

The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired for service and shall join the California DMV Pull Notice Program, whereby the Contractor shall be notified of any activity on a vehicle operator's driving record. Any operator exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any. Any voluntary drug testing and/or surveillance efforts on the part of the Contractor shall be described in the proposal and explained to vehicle operators.

The Contractor shall have capable and courteous personnel who are responsible for taking dial-a-ride requests and responding to telephone inquiries regarding transportation services. Bilingual (Spanish) or other languages dispatchers are highly desirable.

3. Maintenance Staff

The Contractor shall supply a sufficient number of properly qualified personnel to maintain and service all Contractor-provided equipment to provide services at the level agreed to herein.

The Contractor shall ensure all mechanics are properly trained in the operation and maintenance of the vehicles and equipment specified in the scope of the program. The Contractor shall provide mechanics with ongoing training in order to keep abreast of new maintenance techniques and equipment. The total number of annual training hours required for each mechanic shall be specified in the proposal.

J. GENERAL VEHICLE EQUIPMENT

The Contractor shall provide the appropriate number of vehicles with the available capacity to meet the needs of the City. All vehicles must satisfy ADA requirements. If Contractor wishes to provide different vehicles, they shall describe the proposed fleet in detail, showing how the fleet meets ADA requirements and the service needs of the City.

All vehicles, and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the City. The Contractor shall assume all responsibility for the proper maintenance of the vehicles.

It shall be the expressed responsibility of the Contractor to assume all coordination with the original manufacturer of the vehicles if necessary to keep the vehicles in safe and good operating condition. This shall include negotiating and processing all vehicle warranty claims through the manufacturer's own warranty department, and is responsible for collection of any monies, extended warranties, or credits as a result, for the length of time the warranty is in effect.

The extent of the proposed preventive maintenance program shall be an important consideration in the selection of the Contractor. Each vehicle must receive a daily pre-trip inspection by the operator prior to being placed in service. Daily pre-trip inspections must be supplemented by regular time and mileage maintenance inspections to ensure safe and proper operating condition of vehicles. A record of all such inspections shall be kept by Contractor and made available to the City.

Preventive maintenance inspections must be performed in accordance with manufacturer recommendations but shall not exceed every three thousand (3,000) miles for an "A" inspection. A "B" inspection shall be performed at every six thousand (6,000) miles and a "C" inspection shall be performed every eighteen thousand (18,000) miles and a "D" inspection at every thirty-six thousand (36,000) miles. The Contractor shall be responsible for correcting all deficiencies found during these inspections.

Preventive maintenance inspections and servicing shall occur not less than every three thousand (3,000) miles. The Contractor shall specify the preventive maintenance program for all vehicles used in this service.

A mechanic/certified driver must inspect each vehicle after it completes its daily service to ensure all lights are functioning, all seating is secure and that all tires, wheels, lugs, air brake systems, wheelchair lifts and exit doors are in proper operating condition.

Prior to beginning operations, the Contractor will be required to provide painting and current City of West Covina logo and design for each vehicle utilized in the fleet. The City of West Covina will provide the paint color-scheme and logo design for each of the services.

K. VEHICLE FACILITIES

1. The Contractor, with the cooperation of the City, shall provide and maintain appropriate vehicle storage facilities at an appropriate facility(ies) provided by the Contractor. The facility(ies) shall be located within reasonable proximity of the City's yard, specifically at 11747 Valley Blvd., El Monte, CA, or an alternate location that is equal in distance, or closer, to West Covina City Yard. Contractor shall use City Yard as the origin and termination point for all billable Services under this Agreement, Contractor may use facility outside of the City limits only if travel time is not included in billable service hours. The Contractor shall indicate what actions will be taken to perform services in those site(s) prior to the start of service.

   Contractor will have access to the City Yard at 825 South Sunset Avenue to wash vehicles and fuel vehicles. Contractor shall be responsible for the conduct of all Contractor employees while those employees are present in the City Yard.

2. At all times, the Contractor shall maintain all components of each vehicle including its body, frame, wheelchair lift, furnishing, mechanical, electrical, hydraulic or other operating systems in proper working condition free from damage and malfunction. The Contractor shall replace and repair immediately any vehicle damaged in any accident or otherwise damaged which impairs the proper and safe mechanical operation of the vehicle.

3. Recognizing that the safety of the passengers is paramount, the Contractor's maintenance staff shall **not**:

   a. Install mismatched tires;

   b. Perform partial brake relines without determining the cause of abnormal or premature wear;

   c. Allow tires to wear more than 3/32 tread depth;

   d. Replace a dead battery without testing charging system to ensure the battery will not go dead due to system malfunction;

e. Fail to ensure on a daily basis that each vehicle is in proper condition to pass all scheduled and unscheduled inspections; and

f. Allow any reported wear item to go unrepaired that would not hold up until the next scheduled inspection. The emphasis must be on preventing breakdowns.

4. The Contractor, at its sole cost and expense, shall maintain stores of and provide lubricants, repairs, parts and supplies required for the maintenance and operation of all vehicles utilized in providing services.

5. The Contractor shall maintain an individual file for each revenue vehicle to include date of action and all preventive maintenance functions including warranty work and any other pertinent maintenance data, including but not limited to fuel, lubricants and other fluid use.

6. The Contractor shall dispatch a spare vehicle in the event of a vehicle breakdown. The maximum allowable response time, from the moment a trouble call is received until a substitute vehicle arrives will be established by the City.

7. The Contractor shall obtain and maintain a two-way radio communications system, or cellular phone with adequate and demonstrated cellular reception coverage in the service areas subject to this Agreement, for both the fixed-route and dial-a-ride vehicles that will allow for the timely and efficient dispatching, coordinating and responding to service calls. The system may be of the Contractor's choice.. Operators shall utilize a hands free system while operating vehicle. The radio or cellular communication system must cover the routes of service, storage and maintenance facilities and the dispatch location without dead spots. Each revenue service vehicle, as well as, each administrative vehicle shall have the communication system operational.

9. The Contractor shall ensure that the requirements and procedures for towing buses are followed and the proper towing equipment is used. Towing may be subcontracted; however, it is the Contractor's responsibility to supervise the subcontractor. The Contractor shall notify the City of all accidents, both by telephone (within four hours) and in writing (by the close of the next business day).

L. OPERATIONAL EMERGENCIES

The Contractor shall be responsible for the enforcement of policies with regard to operational emergencies. The City may revise or establish additional policies. The Contractor shall be responsible for the handling and resolution of all operational emergencies and contingencies including, but not limited to, the following:

1. Hazardous Conditions

Vehicle operators shall report all hazardous road conditions (i.e., downed trees, missing bus signs, graffiti on bus benches, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.

2. In-Service Vehicle Failures

The Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgment, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send a spare vehicle to the location and the operator and passengers will change vehicle and continue in service. The Contractor, if necessary, shall send a mechanic to the location in order to take corrective measures and/or supervise the towing of the vehicle. The Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.

3. Wheelchair Lift Failure

The Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. The Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting discharge of a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. The Contractor shall report all in-service lift failures to the City no later than the start of the next service day.

4. Passenger Disturbances

The Contractor shall instruct vehicle operators to report nonpayment of fares; graffiti or other vandalism on the vehicles; pushing, shoving and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor. The supervisor shall use good judgment in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.

5. Medical Assistance to Passengers

The Contractor's employees shall use good judgment in responding to passenger accidents, injuries, or illnesses occurring on the vehicles. In the event of a passenger requiring medical assistance, the vehicle operator shall immediately advise the Contractor's supervisor by radio of the situation and location of the vehicle, and the

supervisor shall notify the City of West Covina's Fire Department/Paramedics for assistance. An incident report shall be completed documenting the incident with a copy to the City no later than the start of the next service day.

6. Accidents

The Contractor shall require all vehicle operators to report any accident or incident involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgment in handling the situation, and shall immediately notify police or fire department if necessary. The supervisor shall report all accidents to City by telephone immediately. Both the operator and supervisor will complete an accident report approved by City with copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

M. SPECIAL SERVICES

Special services, beyond those set forth in Contract Documents, will be provided by Contractor upon request by City's authorized employees as follows:

1. When additional services fall entirely within normal service hours and City directs that normal operating personnel should be used to provide the additional service, such as part of the regular cost defined in Exhibit "B" and are not considered "extra services" City recognizes that an equivalent lower level of service will be provided in normal operations during the period of such additional services.

2. The Contractor from time to time will be required to provide special event-related services. Special event service may vary from year to year and shall be billed at no more than the fixed-route revenue hour rate.

ARTICLE 6
INDEMNITY

The Contractor does hereby indemnify and hold the City and the Los Angeles County Metropolitan Transportation Authority (herein referred to as "LACMTA"), their appointed and elected officials, agents and employees free and harmless from any and all actions, suits, claims, damages to persons or property, loses, costs, penalties, obligations, errors, negligence, omissions or liabilities including but not limited to attorney's fees (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of the activities of the Contractor or its officers, agents, or employees in connection with this Agreement (including use or servicing of vehicles) or arising from the Contractor's acts, negligence or omissions hereunder or its failure to perform any term, provision, covenant or condition of this Agreement, and in connection therewith.

1. The Contractor shall defend any action or actions filed in connection with any of the said claims or liabilities and shall pay all reasonable costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;

2. The Contractor shall promptly pay any final judgment rendered against the City and the LACMTA, its officers, agents or employees for any such claims or liabilities arising directly out of or in connection with the activities of the Contractor hereunder; and

3. The Indemnity set forth in this Article 6 shall not apply in the case of claims arising from acts of third parties or the City.

The provisions of Article 7 of this Agreement shall not be deemed to satisfy the indemnity obligations of the Contractor pursuant to this Article 6.

ARTICLE 7 - INSURANCE
LIABILITY INSURANCE

With respect to performance of work under this Agreement, Contractor shall maintain, and shall require all of its Subcontractors maintain, during the life of this Agreement, insurance as described below. All insurance policies shall be issued by an admitted insurer or insurers as defined by the California Insurance Code or an authorized surplus liens carrier listed in the State of California Department of Insurance "Leslie List". Said carrier(s) shall have a Best's rating of no less than "A-".

The insurance shall be satisfactory to the City Attorney and shall be evidenced by delivery to the City Clerks office of a certificate of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies, all endorsements whether or not required by the City, and a certified copy of each policy, including all endorsements. Without limiting Contractor's liability pursuant to the hold harmless and indemnity provisions of the contract, Contractor shall maintain, at a minimum, the insurance listed below:

A. Worker's Compensation Insurance

1. The Contractor shall maintain Workers' Compensation Insurance with statutory limits and Employers Liability Insurance with limits of not less than $1,000,000 per incident. Such insurance shall comply with all applicable state laws.
2. Contractor shall provide the City with a Certificate of Insurance showing proof of insurance acceptable to City. Certificates containing wording that release the insurance company from liability for non-notification of cancellation of the insurance policy is not acceptable.
3. An endorsement stating the City shall receive at least thirty (30) days notice prior to cancellation or non-renewal of coverage.
4. Policy(s) are to be endorsed to include a waiver of subrogation against the City, its officers, officials, agents and employees. Contractor and its employees are independent Contractors and not employees of the City. Contractor and/or its insurers are responsible

for payment of any liability arising out of Workers' Compensation, unemployment or employee benefits offered to its employees.

5. City shall not be responsible for any increases in Workers' Compensation costs incurred by Contractor in any future scenario.
6. The insuring provisions, insofar as they may be judged to be against public policy, shall be void and unenforceable only to the minimum extent necessary so that the remaining terms of the insuring provisions herein may be within public policy and enforceable.

B. **Liability Insurance**

1. Commercial General Liability and Property Damage: The Contractor shall maintain insurance for protection against all claims arising from injury to person or persons not in the employ of the Contractor and against all claims resulting from damage to any property due to any act or omission of the Contractor, his agents, or employees in the operation of the work or the execution of this contract. Such insurance shall include products/completed operations liability, owner's and Contractor's protective, blanket contractual liability, personal injury liability, and broad form property damage coverage. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per occurrence) $5,000,000 Combined Single Limit.

2. Commercial Automobile Public Liability and Property Damage: The Contractor shall maintain Automobile Public Liability and Property Damage Insurance for protection against all claims arising from the use of vehicles, owned, hired and non-owned, or any other vehicle in the completion of the work included in this contract. Such insurance shall cover the use of automobiles and trucks on and off the site of the project. City shall not be responsible for any increases in insurance costs incurred by Contractor in any future scenario. The minimum amounts of Automobile Public Liability and Property Damage Insurance shall be as follows:

   - Bodily Injury (Injury or Accidental Death) and Property Damage (per Occurrence) $5,000,000 Combined Single Limit.

3. Additional Insured. The General Liability and Auto Liability policy(s) are to contain, or be endorsed to name the City and LACMTA, its officers, appointed and elected officials, agents, and employees as Additional Insured as respects the liability arising out of the activities performed in connection with this Agreement. The coverage shall (a) be primary with respect to any insurance or self-insurance programs maintained by the City, (b) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; and (c) contain Standard Cross-Liability provisions. Such additional insured endorsements maintained by the Contractor and its Subcontractors shall not be required to provide coverage to the

City for the active negligence of its members. Original endorsements, signed by a person authorized to bind coverage on its behalf, shall be furnished to the City by the Contractor

4. Deductibles and Self-insured Retention. Any deductibles or self-insured retention must be declared to, and approved by, the City. Contractor shall declare the deductible chosen and state as part of its Proposal. At the option of the City, either the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, employees, agents, and Contractor's; or the bidder shall procure a bond guaranteeing payment of losses and related investigations, claim administration, and defense expenses in an amount specified by the City.

C. **Certificates of Insurance**

1. Contractor shall furnish properly executed Certificates of Insurance with original policy endorsements to City prior to commencement of work under this agreement. The certificates and endorsements shall clearly evidence all coverage requirements described herein. The Certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

2. All certificates and endorsements are to be reviewed and approved by the City Attorney before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3. Separate endorsements are required, naming the City and the LACMTA as additional insureds, for liability insurance and providing a waiver of subrogation for Workers' Compensation Insurance.

4. Contractor shall maintain all insurance policies for the life of the Agreement, including all subsequent renewals. Said insurance shall contain a provision that coverage afforded under the policies will not be canceled unless and until thirty (30) days prior written notice has been given to the City.

5. All insurance required by this Agreement shall be maintained by Contractor in full force and effect for the entire term of this Agreement. If Contractor, for any reason, fails to maintain insurance coverage, which is required pursuant to this agreement, the same shall be deemed a material breach of contract. City, at its sole option, may forthwith terminate this agreement.

6. Original insurance certificates and endorsements are to be delivered to:

Mr. Scott Smilowitz
Community Services Manager
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

ARTICLE 8
LICENSES, FEES, TAXES AND PERMITS

The Contractor shall have the sole obligation to pay whatever license fees, assessments and taxes, including, but not limited to use, sales, property or other taxes on any real or personal property, owned, leased or used by it in providing the Services hereunder, plus any applicable penalties and interest imposed upon the Contractor by any agency as a result of the operation of the Services pursuant to this Agreement. Contractor shall maintain a current business license with the City during the term of this Agreement and any subsequent renewals.

ARTICLE 9
COMPENSATION TO THE CONTRACTOR

The City shall be responsible for and shall pay to the Contractor for the Services the amounts due pursuant to the Schedule set forth in Exhibit "B" attached hereto and incorporated herein by this reference. Contractor shall only bill for from first pick-up to last drop-off. No "dead-head" (transportation of an employee who is not operating the vehicle to a location along the path of the vehicle's route, including some deviation, for the employee's or employer's benefit) time shall be billed to City. Individual invoices shall be sent in triplicate to the City within ten (10) days after the end of each month. Billings not received within such time period are subject to a late billing penalty of 2% at the sole discretion of the City.

The City shall pay the Contractor monthly after the service has been provided and within a reasonable time after receipt of the invoice, consistent with the City's normal accounts payable practices and procedures. At City's sole discretion, City may elect to exercise the "progress payments" option offered to City by Contractor as defined by the Proposal. City may, but is not required to, exercise the "progress payments" option immediately upon commencement of Services, and may elect to exercise the option at any time during this Agreement and/or subsequent renewals. Should City elect to use the "progress payments" compensation model, City may cease utilizing the option and re-commence the program at any time after the completion of the preceding billing cycle.

All operating revenues collected by Contractor in connection with the services rendered under this Agreement are the property of City. Operating revenues include all fares, sales of tickets and passes, advertising sales, and rental of equipment. Operating revenues shall be collected and accounted for by Contractor, and shall be deducted from the monthly invoices.

ARTICLE 10
PERFORMANCE STANDARDS, LIQUIDATED DAMAGES AND PENALTIES

A. Operating Performance Standards

The Contractor shall operate vehicles with due regard for the safety, comfort and convenience of passengers and the general public.

The City will set performance standards for its services. The Contractor and the City shall meet periodically to evaluate performance of the system based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards, Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance.

Should deficiencies persist, the City may assess liquidated damages or penalties. Sums owed to the City as liquidated damages or otherwise may be paid directly to the City or at the sole option of the City, deducted from payments otherwise due to the Contractor.

The City Manager, or his/her designee, shall maintain the right to assess liquidated damages or penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet the established standards. Circumstances beyond the control of the Contractor, causing the Contractor to fail to comply with the stated performance requirement, will be considered as just cause on the part of the City not to assess liquidated damages or penalties against the Contractor.

Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. The Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions and/or naturally occurring disasters.

Notwithstanding the above caveat, the City may impose liquidated damages or penalties on the following basis:

1. Customer service is very important in building ridership and support for this service. Therefore, the fourth (and any additional) justified complaint about each service in any 7-day period shall result in the Contractor paying a penalty $100 per substantiated complaint.

2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the life of the contract (proof of CHP certification is required). If the Contractor receives an *unsatisfactory* rating from the CHP, the Contractor shall notify the City immediately and state what is being done to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (PUC) and if the PUC revokes the permits to operate the vehicles in this service as a

result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a $500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.

3. The City reserves the right, at its sole discretion, to inspect and reject temporarily or permanently by notice to the Contractor, any vehicle the Contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, $500 per vehicle per day shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed $500 per vehicle per day until the vehicle is replaced with one that is acceptable to the City.

4. If any regulatory agency or funding source penalizes the City for late, incomplete or inaccurate data which was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City.

5. In the event the Contractor fails to commence service on March 3, 2014, (or a later date with approval of City) or if Contractor fails to provide service for any substantial part of any day, the Contractor shall pay the City liquidated damages of $1,000 for each service day.

DIAL-A-RIDE PENALTIES:

1. If the wait time of any dial-a-ride trip has been verified to exceed 60 minutes, the liquidated damages shall be $60.00 per incident plus $1.00 for every minute thereafter; and $120.00 for the first 120 minutes for dial-a-ride plus $1 for every minute thereafter.

2. If the wait time of a pre-scheduled trip has been verified to exceed 30 minutes, the liquidated damages shall be $50.00 per incident; if it exceeds 45 minutes, the liquidated damages shall be $75 per incident; and, if it exceeds 60 minutes, the liquidated damages shall be $100 per incident.

3. If a trip request has been verified to be lost by dispatch, and no vehicle was dispatched, the liquidated damages shall be $100.00 per incident.

FIXED-ROUTE PENALTIES:

1. If the successful performance rate of the total wheelchair lift boardings falls below 90%, the liquidated damages shall be $100 per month. The percentage shall be calculated based on monthly actual usage of the lifts by passengers, and regular inspections by City staff;

2. Adherence to Schedule: The following liquidated damages shall be imposed if, within any 30-day period, any of the following incidents occur after the occurrence of two substantiated incidents during the same thirty day period;

   (1) If a trip on the fixed-route system departs in advance of the scheduled departure time at any designated time point, the liquidated damages shall be $100 for every 10 minute increments; and

   (2) If a trip on the fixed-route system is delayed for more than 10 minutes following the time set forth for departure at any designated time point, the liquidated damages shall be $100 per 10 minute increments. Exceptions will be granted if the trip had more than two wheelchair boardings or deboardings. If a trip on the fixed-route system is not provided, the liquidated damages shall be $500 per occurrence.

The Contractor must have sufficient telephone lines to handle the additional calls from West Covina residents. The Contractor shall provide a Customer Service telephone line which shall be a local (non-toll free) call from anywhere within the City of West Covina, to provide route information and take dial-a-ride requests. One TDD phone must also be provided for persons with hearing impairments. All personnel should be trained to respond accurately and professionally. All comments and complaints shall be received by the City and referred to the Contractor who shall respond the next working day with a description of any follow-up action taken or anticipated. The Contractor must have a facsimile machine compatible with the City's. An answering machine may be used to provide information outside of service hours. Voicemail greetings/recorded information must be available also in Spanish.

B. Personnel Performance Standards

Regularly assigned drivers or a trained back-up must be available and on-time to ensure consistent and reliable service.

All personnel are responsible for knowledge of the service system design, the City of West Covina, and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger-complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.

C. Fare Collection and Accountability

The City will determine the cash fare for the fixed route and dial-a-ride service. The City reserves the right to change the fare or to issue passes, discount coupons or tickets to be used in lieu of cash fares. The Contractor shall ensure that all drivers are aware of and adhere to the fare structure.

All fares collected by the operators must be turned in each day to the Project Manager. This revenue is to be counted, rolled and deposited each day. The Contractor will establish

reconciliation procedures to safeguard any cash, tickets and coupons collected and will ensure that they are accounted for accurately. The Contractor will provide the City with an invoice and the City shall reimburse for actual services provided on a monthly basis. Only the City may decide whether or not to allow advertising on the vehicles. If advertising is allowed, any revenue from advertising on or in the vehicles will belong to the City.

D. Program Operational Records and Responsibilities

Records and reports should be consistent with all (Section 15) NTD reporting requirements, as well as, all other reporting required by MTA. In addition, the City of West Covina may be required to provide statistical information in order to comply with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the, sixth working day of each month, a summary report of operations and activity for each type of transit service, which will include at least:

1. Daily totals of passenger counts, revenue hours, total hours, revenue miles, total miles, farebox revenue, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator.

2. Passenger pick-up and drop-off times, and locations for the dial-a-ride service.

3. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. All passenger complaints shall be reported by phone to the City immediately upon Contractor's receipt of complaint. Contractor must respond and begin investigation of complaint immediately. City shall be informed as to the time needed for resolution of complaint. Resolution of customer complaint must be submitted to the City immediately upon completion and no later than three business days.

4. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.

5. If the Contractor does not provide required data, reporting, statistics and monthly billing invoices for any or all services that is demanded by the City and the Los Angeles County Metropolitan Transportation Authority (MTA) and the Authority within five (5) business days, liquidated damages of $500.00 per day will be paid to the City or deducted from the monthly billing owed to said Contractor.

E. City Access to Records

The City, or any of its duly authorized representatives, employees, personnel or agents, upon reasonable written notice, shall have access, for the purpose of audit and investigation, to any and all original books, documents, papers and records of the Contractor which pertains to this Agreement. Said original books, documents, papers and records must be retained by the Contractor in the Southern California Region for three years following final payment under the contract.

F. Marketing/Public Outreach/Advertising

The City shall be responsible for public relations, as well as, the production of schedules and marketing and other promotional materials, therefore, these costs should not be included in the proposal.

The Contractor must refer all media requests to the City and may not provide any information without prior approval by the City.

The Contractor shall cause drivers and supervisors to cooperate and comply with reasonable requests by the City to distribute notices, schedules or other promotional materials to passengers in connection with the services provided. The City may also request the Contractor's personnel to collect data from passengers by handing out survey forms.

The Contractor shall participate in the City's special events such as the City's Earth Day Celebration, Red Ribbon Rally, etc. as requested by the City. These events may require the Contractor to display service vehicles in addition to providing manpower for a display booth for distributing brochures regarding the City's transit services.

G. Operating During a Declared Emergency

Upon declaration of any emergency by the City Manager or his/her designated representative, the Contractor may be responsible for a number of transportation-related activities, including the development of emergency travel routes, and the coordination with other agencies supplying common carrier services. In the event of a declared emergency, the Contractor shall make available all program vehicles to the City, report to a designated City parking area immediately and deploy vehicles in a manner described by the Director of Community Services or his designee as part of the City's Emergency Response Plan. The City shall be obligated to compensate the Contractor for services that significantly exceeds the normal expense of operating the service during such period of declared emergency. The Contractor shall be required to document and maintain all emergency-related services as requested by the City and provide these documents to the City at the declared conclusion of the emergency.

H. Price and Satisfaction Guarantee – Contractor Service Warranty

Contractor commits that its price and service model presented in its Best and Final Offer (Exhibit "C") is valid and meets the services needs of the City of West Covina's Transit System (Fixed Route and Dial-A-Ride). Furthermore, Contractor guarantees that its price to provide transit

services to the City of West Covina will not exceed its Best and Final Offer, barring any changes in the scope of work by the City. Contractor's not to exceed prices for the five-year agreement are as follows, with the optional sixth and seventh year contained in the Best and Final Offer.

March 2014-2015
Fixed Route $623,983 (Hourly Rate of $53.56)
Dial-A-Ride $347,063 (Hourly Rate of $45.67)
Total $971,047

March 2015-2016
Fixed Route $623,776 (Hourly Rate of $53.54)
Dial-A-Ride $346,662 (Hourly Rate of $45.61)
Total $970,437

March 2016-2017
Fixed Route $635,177 (Hourly Rate of $54.52)
Dial-A-Ride $352,883 (Hourly Rate of $46.43)
Total $988,059

March 2017-2018
Fixed Route $645,220 (Hourly Rate of $55.38)
Dial-A-Ride $358,331 (Hourly Rate of $47.15)
Total $1,003,551

March 2018-2019
Fixed Route $655,908 (Hourly Rate of $56.30)
Dial-A-Ride $364,123 (Hourly Rate of $47.91)
Total $1,020,031

In addition, Contractor shall provide the following unconditional satisfaction warranty to the City:

In the event the City is dissatisfied with Contractor's service for any reason during the term of the Agreement, the City may terminate the Agreement. In the event the Agreement is so terminated, Contractor will refund to the City any and all profits made by Contractor resulting from this Agreement, during the final 12 months during the period prior to the termination.

Furthermore, Contractor commits that its price is valid, and barring any changes in the scope of work, the company commits that its price will not change from its submitted cost proposal for the period of this agreement and any extensions to this agreement.

Contractor Initials: _____

ARTICLE 11
TERMINATION OR SUSPENSION

A. The City shall have the right to (i) forthwith terminate this Agreement, (ii) withhold payment to the Contractor, (iii) provide substitute service at the Contractor's expense, or (iv) exercise any and all other remedies legally available to it in the event of:

1. The bankruptcy of the Contractor or assignment by it for the benefit of its creditors.

2. The failure or refusal of the Contractor to perform the Services in a satisfactory manner after five (5) working days written notice by the City to the Contractor.

3. The failure or refusal of the Contractor to comply with applicable federal, state and local government laws, codes, regulations or ordinances.

4. The failure to receive a "Satisfactory" rating within thirty (30) days of receipt of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

5. The failure to notify the City of an "Unsatisfactory" rating of any vehicle used in connection with the Services.

6. This contract may be terminated for convenience by the City without cause, in whole or in part, by giving the Contractor thirty (30) days written notice of the intent to terminate whenever the City determines that termination is in the best interest of the City. Should the contract be terminated for convenience, the Contractor shall be paid for all authorized services provided, including reasonable charges for demobilization. However, the Contractor shall not be paid any anticipated profit or fees for services not provided.

7. The abandonment or discontinuance by the Contractor of the Services without the prior written consent of the City.

8. The continued violation on the part of the Contractor's agents or employees of traffic laws, ordinances, and regulations.

9. The failure to maintain the whole, or any portion, of the Contractor's vehicles and other equipment or facilities as required by this Agreement.

10. The failure of the Contractor to maintain the insurance coverage required herein by Article 7.

11. Contractor violates any other material obligations contained hereunder.

B. If cancellation is due to any of the reasons specified in subsection (A) of Article 11 of this Agreement, the City may offset damages incurred by it in accordance with Article 10.

C. In the event the City terminates this Agreement as provided in subsection (A) Article 11, the Contractor shall be entitled to receive payment for the pro rata share of the monthly Services provided as of the time of cancellation of the Contract, subject to any offset, as provided in Article 10.

D. Subject to the foregoing, including any remedy preferable to City provided in subsection (A) Article 11, during the initial term and subsequent renewals, either party may terminate this Agreement without cause upon ninety (90) days prior written notice to the other party.

E. Notwithstanding the foregoing, during the initial term and any subsequent renewal terms, pursuant to the Contractor's Satisfaction Guarantee (see Article 10, Sec. H.), City may terminate this Agreement at any time if City is dissatisfied with the Services by providing written notice to Contractor.

F. If for any reason the Services continue after the end of the last renewal term provided for in this Agreement, the parties will continue to operate under the terms of this Agreement, except that the term for Services will be a month-to-month, and may be terminated by either party with fifteen (15) days prior written notice to the other party.

E. In the event this Agreement is terminated by the City, all data prepared in providing the Services shall be made available immediately to the City at the Contractor's sole expense.

F. Pending final resolution of a dispute hereunder, the Contractor shall proceed diligently with the performance of Services under this Agreement

ARTICLE 12
ASSIGNMENT AND SUBCONTRACTING

This Agreement is made in reliance on the qualifications and responsibilities of the Contractor and, therefore, the Contractor shall not assign, transfer or subcontract all or any part of its obligations or benefits under this Agreement without the written consent of the City, which consent shall not be unreasonably withheld. The Contractor acknowledges that the following non-exhaustive list of requirements prior to authorizing an assignment, transfer or subcontracting of all or any part of this Agreement by the Contractor shall not be deemed unreasonable: 1) requirement of financial compensation from Contractor to City for the administrative and associated costs of processing said assignment, transfer, or subcontract, in an amount not to exceed 3 months of billed services under this Agreement; 2) cooperation with and facilitation of all communications, meetings and document transfers, between City and proposed assignee, transferee, or subcontractor necessary for City, at City's sole discretion, to determine the desirability of said assignee, transferee, or subcontractor; and 3) ninety (90) days advance written notice of the intention to assign, transfer, or subcontract all or any part of the Services or this Agreement, commencing upon the extension of an offer by Contractor of said assignment, transfer, or subcontracting to a third party, or entertainment of an offer from a potential assignee, transferee, or subcontractor by Contractor, whichever shall first occur.

The parties acknowledge and agree that this Agreement is not intended to be an exclusive agreement for transit services for the City. The Contractor acknowledges that the City may award or enter into additional agreements with third parties, including competitors of the Contractor for transit services during the term of this Agreement.

ARTICLE 13
CHOICE OF LAWS

The laws of the State of California shall govern the interpretation and enforcement of this Agreement.

ARTICLE 14
ASSISTANCE FROM CONTRACTOR

The Contractor shall participate with the City in the design and implementation of any changes in the Services. The Contractor shall provide suggestions respecting scheduling and routing to the City from time to time for the purpose of improving the overall Services.

The Contractor shall provide advice to the City in the marketing and promotion of the Service and shall, at the request of the City, participate in marketing activities for the Service without additional compensation.

ARTICLE 15
NOTICES

All notices pursuant to this Agreement shall be in writing and shall be effective upon (i) personal delivery to the person to be notified or (ii) three (3) business days after the postmarked date placed by the United States Postal Service or other carrier, including any lawful successor, postage prepaid addressed as follows:

City:
West Covina: Community Services Director
City of West Covina
1444 West Garvey Avenue
West Covina, CA 91790

Contractor:
Joe Escobedo, Sr. Vice President
MV Transportation, Inc.
5910 N. Central Expy, Ste. 1145
Dallas, TX 75206
With copy to: Office of the General Counsel

City's General Counsel	West Covina City Attorney City of West Covina 1444 West Garvey Avenue West Covina, CA 91790
Contractor's General Counsel:	Patricia McArdle Associate General Counsel 5910 N. Central Expy., Suite 1145 Dallas, TX 75206

ARTICLE 16
SAFETY PROGRAM

The Contractor shall provide regular and continuous formal safety instructions and training to all employees providing Services under this Agreement. Personnel assigned to the Services shall be required to attend safety meetings scheduled at a minimum of four (4) times per year. Certifications of attendance at these meetings shall be sent to the City not later than thirty (30) days after each safety meeting. Copies of training manuals and materials shall be sent to the City, for review purposes, describing the content and scope of the safety program. Certification of Completion of Training shall be sent to the City for all employees no later than ten (10) working days after training has been completed.

ARTICLE 17
PROPOSITION "A" & "C" AND MEASURE "R" FUNDING

The funding source for the Service is the City's Proposition "A" &"C" and Measure "R" funds. In the event these funds become unavailable in the amount anticipated, the City shall have the right to reduce or terminate this Agreement upon thirty (30) days written notice to the Contractor. The Contractor shall be entitled to compensation for all Services provided up to the date of termination.

ARTICLE 18
FORCE MAJEURE

The parties to this Agreement agree that neither shall be held responsible for losses, delays, failure to perform, or excess costs caused by events beyond their control. Such events include, but are not restricted to the following: Acts of God, fire, epidemics, earthquakes, flood or other natural disasters, riots, strikes, war, civil disorder, or unavailability of fuel. A party wishing to have its obligation hereunder suspended or excused for Force Majeure shall notify the other party of the existence of Force Majeure by telephone or by fax as soon as reasonably possible after the occurrence of the cause or event constituting Force Majeure.

ARTICLE 19

[INTENTIONALLY LEFT BLANK]

ARTICLE 20
ATTORNEY'S FEES

Should any litigation be commenced between the parties hereto to interpret or enforce the provisions of this Agreement, including an action for declaratory relief, the prevailing party shall be entitled to reasonable attorney's fees, court costs and necessary disbursements, in addition to any other relief to which it may be entitled in law or equity.

ARTICLE 21
SEVERABILITY

If any term, condition or covenant of this Agreement, or the application hereof to any person or circumstance shall be invalid or unenforceable, the remainder of this Agreement, other than those paragraphs held invalid or unenforceable, shall be unaffected thereby and each remaining term, covenant or condition of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Date: 12/17/13

CITY OF WEST COVINA

By _____
Steve Herfert, Mayor

Date: 12/18/13

MV Transportation, Inc.

By _____
Joe Escobedo, Sr. Vice President

Date: 12/19/13

MV Transportation, Inc.

By _____
W.C. Pihl, Executive Vice President

ATTEST

_____
Nickolas S. Lewis, City Clerk

APPROVED AS TO FORM

_____
Arnold Alvarez-Glasman, City Attorney

NINTH AMENDMENT TO CITY OF WEST COVINA TRANSPORTATION SERVICES AGREEMENT WITH MV TRANSPORTATION, INC.

THIS NINTH AMENDMENT ("Amendment") is made and entered into as of August 19, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and MV TRANSPORTATION, INC., a California corporation ("Contractor").

WHEREAS, City and Contractor entered into a Transportation Services Agreement dated December 18, 2013 for Contractor to provide Fixed Route Shuttle Services and Dial-A-Ride services for the City ("Agreement"); and

WHEREAS, City and Contractor amended the fee schedule due to State-imposed increases to the minimum wage, through the First Amendment to the Agreement; and

WHEREAS, Article 4 of the Agreement provides for an initial term of March 3, 2014 through March 2, 2019, with the option for City and Contractor to extend the term for two (2) additional one (1) year periods; and

WHEREAS, City and Contractor exercised the first extension option and extended the term through March 2, 2020, through the Second Amendment to the Agreement; and

WHEREAS, City and Contractor exercised the second extension option and extended the term through March 2, 2021, through the Third Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term on a month-to-month basis while the City conducted a formal solicitation for transportation services, and agreed to establish a new transportation services pilot program with Uber, through the Fourth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term on a month-to-month basis, for a period not to exceed six (6) months, while the City conducted a formal solicitation for transportation services, and removed the transportation pilot program with Uber from the scope of Contractor's services, through the Fifth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through the Sixth Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through the Seventh Amendment to the Agreement; and

WHEREAS, City and Contractor agreed to extend the term for one (1) additional year, through the Eighth Amendment to the Agreement; and

WHEREAS, the City discontinued the Red and Blue Lines in February 2025; and

WHEREAS, City and Contractor desire to extend the term for one (1) additional year; and

WHEREAS, City and Contractor desire to set forth Contractor's compensation during the extension period accordingly.

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of the Agreement shall be extended for one (1) year, through September 2, 2026. Pursuant to the Fourth Amendment to the Agreement, either party may terminate the Agreement for convenience with thirty (30) days' written notice to the other party.

2. Commencing September 3, 2025, for transportation services, City agrees to pay Contractor a monthly fee in the amount of Forty-Nine Thousand Six Hundred Eleven Dollars ($49,611.00) ("Monthly Fixed Fee"). In addition to the Monthly Fixed Fee, City agrees to pay Contractor the following hourly rates:

Fixed Route Shuttle Services:	$74.57 per hour
Dial-A-Ride Services:	$58.64 per hour

3. All terms not defined herein shall have the same meaning and use as set forth in the Agreement.

4. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Agreement shall remain unchanged and are in full force and effect. From and after the date of this Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment, Eighth Amendment ("Prior Amendments"), and this Amendment. The Agreement, together with the Prior Amendments and this Amendment, contains the entire agreement between the City and Contractor and supersedes all prior negotiations, understandings or agreements.

5. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all rights to challenge the admissibility or authenticity of this Amendment in a court of law based solely on the absence of an original signature.

6. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, City and Contractor have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

Milan Mrakich
Acting City Manager

ATTEST:

Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

Carmelita Underwood
Risk Management

CONTRACTOR

Marie Meisenbach Graul
Chief Financial Officer

EIGHTH AMENDMENT TO CITY OF WEST COVINA LEASE AGREEMENT WITH MV TRANSPORTATION, INC. FOR LEASE OF SPACE AT CITY YARD

THIS EIGHTH AMENDMENT ("Amendment") is made and entered into as of August 19, 2025 ("Effective Date") by and between the CITY OF WEST COVINA, a municipal corporation ("City" or "Landlord") and MV TRANSPORTATION, INC., a California corporation ("Tenant").

WHEREAS, City and Tenant entered into a Lease Agreement dated January 22, 2014 for the lease of a portion of the City Yard in connection with the Transportation Services Agreement dated December 18, 2013 between City and Tenant for Fixed Route Shuttle services and Dial-A-Ride services for the City ("Lease Agreement"); and

WHEREAS, the Lease Agreement had an initial term of sixty (60) months, with two (2) one (1)-year extension options pursuant to Fundamental Lease Provisions, Section 1(h); and

WHEREAS, the Lease Agreement allowed storage of approximately nine (9) transportation vehicles used by Tenant pursuant to Fundamental Lease Provisions, Section 1(j); and

WHEREAS, through the First Amendment to the Lease Agreement, Landlord and Tenant extended the term of the Lease Agreement through January 22, 2020, added storage for five (5) additional transportation vehicles at a rate of $300.00 per month, and added the option for Tenant to request in writing additional storage space for transportation vehicles at a rate of $2.00 per day, per space; and

WHEREAS, through the Second Amendment to the Lease Agreement, Landlord and Tenant extended the term of the Lease Agreement through March 2, 2021 and decreased said additional storage from five (5) to three (3) additional transportation vehicles at a rate of $180.00 per month; and

WHEREAS, through the Third Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement on a month-to-month basis, for up to twelve (12) months, to coincide with an extension to Transportation Services Agreement, and memorialized certain terms outlined in the Second Amendment; and

WHEREAS, through the Fourth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement on a month-to-month basis, for up to six (6) months, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Fifth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Sixth Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, through the Seventh Amendment to the Lease Agreement, Landlord and Tenant agreed to extend the term of the Lease Agreement for a period of one (1) year, to coincide with an extension to the Transportation Services Agreement; and

WHEREAS, Landlord and Tenant now desire to extend the term of the Lease Agreement for a period of one (1) year, to coincide with an extension to the Transportation Services Agreement.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, Landlord and Tenant hereby agree as follows:

1. The term of the Lease Agreement shall be extended for one (1) year, through September 2, 2026. Landlord and Tenant understand and agree that the term of the Lease Agreement is intended to coincide with the term of the Transportation Services Agreement and that termination of the Transportation Services Agreement shall result in automatic termination of the Lease Agreement.

2. All terms not defined herein shall have the same meaning and use as set forth in the Lease Agreement.

3. Except as expressly amended by this Amendment, all other terms, conditions and provisions of the Lease Agreement shall remain unchanged and are in full force and effect. From and after the date of this Amendment, whenever the term “Lease” or “Agreement” appears in the Lease Agreement, it shall mean the Lease Agreement, as amended by the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, Sixth Amendment, Seventh Amendment (“Prior Amendments”), and this Amendment. The Lease Agreement, together with the Prior Amendments and this Amendment, contains the entire agreement between the Landlord and Tenant and supersedes all prior negotiations, understandings or agreements.

4. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Amendment in a court of law based solely on the absence of an original signature.

5. The persons executing this Amendment on behalf of the parties hereto warrant that they are duly authorized to execute this Amendment on behalf of said parties

and that by doing so, the parties hereto are formally bound to the provisions of this Amendment.

IN WITNESS WHEREOF, Landlord and Tenant have executed this Amendment as of the date set forth above.

CITY OF WEST COVINA

_____
Milan Mrakich
Acting City Manager

ATTEST:

_____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelita Underwood
Risk Management

MV TRANSPORTATION, INC.

_____
Marie Meisenbach Graul
Chief Financial Officer

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF SIXTH AMENDMENT TO AGREEMENT WITH NATIONWIDE ENVIRONMENTAL SERVICES FOR STREET SWEEPING SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Acting City Manager to execute the Sixth Amendment to the Street Sweeping Contract with Joe's Sweeping, Inc. dba Nationwide Environmental Services, in such final form as approved by the City Attorney.
2. Adopt the following resolutions, approving the necessary budget amendments associated with the Sixth Amendment:

   RESOLUTION NO. 2025-68 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (SERVICE CONTRACTS)

   RESOLUTION NO. 2025-69 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

BACKGROUND:

The City of West Covina provides street sweeping services for cleaning approximately 463 curb miles of its streets. On June 18, 2002, the City entered into a Contract Services Agreement (the "Agreement") with Nationwide Environmental Services, a division of Joe’s Sweeping, Inc. (“Nationwide”), for citywide street sweeping. The City and Nationwide previously executed five amendments to the Agreement.

The City originally contracted for weekly (four times a month) service and has adjusted the frequency of street sweeping over the term of the Agreement. From 2015 until early 2025, the City had bi-weekly service.

On December 5, 2023, the Council approved changing street sweeping from bi-weekly to weekly, including four-hour windows for parking restrictions, and directed staff to finalize negotiations with Nationwide for a weekly sweeping schedule and present the amendment to the City Council at a future meeting.

DISCUSSION:

Since early January 2025, Nationwide has been providing weekly street sweeping services while staff and Nationwide worked to finalize the Sixth Amendment to the Agreement.

The proposed Sixth Amendment includes the following terms:

- Effective January 6, 2025, the City will pay Nationwide a monthly base sum of $111,331.75, with a maximum annual compensation of $1,335,891, adjusted annually for increases in the Consumer Price Index (CPI).
- Hourly rate of $150.00 per hour for additional services not specified in the Scope of Services, adjusted annually for increases in the Consumer Price Index.
- Term of five years, commencing January 1, 2025 and ending December 31, 2029, with two automatic five-year extensions, unless the Agreement is terminated for cause.
- Clarification on annual CPI calculations.
- Clarification on the authority of the City Manager to administer the Agreement and issue all notices and make all determinations pursuant to the Agreement, provided that the City Manager will obtain formal direction from the Council prior to issuing a notice of termination.

Pursuant to Section 2-330(a) of the West Covina Municipal Code, which was added through the adoption of Ordinance No. 2524 in November 2024, unless otherwise approved by the City Council, the maximum duration for any agreement for goods and/or services cannot exceed five (5) years. Prior to approving an agreement with a duration that exceeds five (5) years, the City is required to document the rationale for entering into the agreement and why such agreement is in the best interest of the City. As outlined above, the City entered into the Agreement with Nationwide in 2002. Through the Fifth Amendment to the Agreement, executed in November 2012, the City agreed to a 15-year rolling term. Through the proposed Sixth Amendment, Nationwide has agreed to remove the 15-year rolling term. Instead, there will be an initial term of five years, followed by two automatic five-year extension periods, unless the Agreement is terminated for cause. Because this amendment will modify the term of an existing agreement with a term that is more favorable to the City, staff believes the proposed amendment is in the best interest of the City.

Staff recommends that the City Council authorize the Acting City Manager to execute the Sixth Amendment, in such final form as approved by the City Attorney, and adopt the proposed resolutions.

LEGAL REVIEW:

The City Attorney's Office has reviewed the amendment and approved it as to form and will approve the final form of the amendment prior to execution.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendations; or
2. Provide alternative direction.

Prepared by: Milan Mrakich, Acting City Manager

Fiscal Impact

FISCAL IMPACT:

The amendment and associated funding for the additional street sweeping schedule was not accounted in the adoption of the budget. If approved, a budget amendment is needed for $356,655 for Fiscal Year 2024-25 and $635,895 for Fiscal Year 2025-26 in Measure R. There is sufficient funding in the fund and has been approved by Los Angeles Metro.

				Estimated Fiscal Impact

Project	Account No.	FY2024-25 Budget	FY2025-26 Budget	FYE 2025	FYE 2026
Service Contracts	224.503.61.52.70.00.61.61300.	700,000	700,000	1,056,655	1,335,895

Attachments

Attachment No. 1 - Sixth Amendment

Attachment No. 2 - Resolution No. 2025-68

Attachment No. 3 - Resolution No. 2025-69

CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness

SIXTH AMENDMENT TO THE STREET SWEEPING CONTRACT BETWEEN THE CITY OF WEST COVINA AND NATIONWIDE ENVIRONMENTAL SERVICES

THIS SIXTH AMENDMENT TO THE STREET SWEEPING CONTRACT BETWEEN THE CITY OF WEST COVINA AND NATIONWIDE ENVIRONMENTAL SERVICES (hereinafter "Sixth Amendment") is made and entered into as of August 19, 2025 ("Effective Date") by and between JOE'S SWEEPING, INC., a California corporation DBA NATIONWIDE ENVIRONMENTAL SERVICES (hereinafter "Contractor" or "Nationwide") and the CITY OF WEST COVINA, a California municipal corporation (hereinafter "City"). Nationwide and City are collectively referred to herein as the "Parties" and individually as "Party."

Recitals

A. On or about June 18, 2002, the City entered into a Contract Services Agreement ("Agreement") with Contractor for citywide street sweeping.

B. On or about June 7, 2006, the Parties amended the Agreement ("First Amendment") to reflect the addition of a tipping fee adjustment, restrictive diesel cost increases, diesel adjustments, retroactive tipping fees, and a modification to sweep three (3) organized events per year, at no additional cost to the City ("First Amendment").

C. On or about May 1, 2007, the City Council authorized a five-year extension of the Agreement including monthly fuel adjustments and annual tipping fee and Consumer Price Index (CPI) adjustments, with the option to renew annually during an additional five-year period.

D. On or about May 1, 2007, the Parties amended the Agreement to reflect, among other things, the addition of a Consumer CPI adjustment and to reflect the terms of a street sweeping monitoring system ("Second Amendment").

E. On or about March 4, 2008, the Parties amended the Agreement to extend the term of the Agreement, modify the scope of services to require certain vehicles to be used for street sweeping, require compliance with the South Coast Air Quality Management District Rules, and modify the compensation to Contractor ("Third Amendment").

F. On or about May 9, 2009, the Parties amended the Agreement to change the sweeping frequency from twice monthly to weekly sweeping and increase the monthly sum paid to Contractor in exchange for changing the frequency of street sweeping services to weekly sweeping ("Fourth Amendment").

G. On or about November 15, 2012, the Parties amended the Agreement to extend the Agreement through November 1, 2027, provide a rolling fifteen (15) year term, for Contractor to forego CPI increases until July 2015, to increase the frequency of sweeping of all center medians from twice a month to once a week, to increase sweeping of all major intersections to once a week and to authorize Contractor to

purchase compressed natural gas from the City Yard Fuel Station (Fifth Amendment).

H. The Agreement, together with the First Amendment, Second Amendment, Third Amendment, Fourth Amendment, Fifth Amendment, and this Sixth Amendment, is collectively referred to herein as the "Agreement".

I. The City and Contractor wish to further amend the Agreement as set forth herein in this Sixth Amendment.

NOW, THEREFORE, the City and Contractor agree as follows:

1. Amendment to Section 1.1. The first paragraph of Section 1.1 (Scope of Services) of the Agreement is amended to read as set forth below. Subsections (a) through (e) of Section 1.1 of the Agreement shall remain in full force and effect.

> 1.1 Scope of Services: As a material inducement of City entering into the Agreement, Contractor represents and warrants that Contractor is a provider of first-class work and services and Contractor is experienced in performing the work and services contemplated herein. Contractor covenants that it shall follow the highest professional standards in performing the work and services required herein. Contractor's services shall include the services as detailed in the Scope of Services, attached hereto as Exhibit "A."

2. Deletion of Section 1.1(f). Subsection (f) of Section 1.1 of the Agreement is deleted in its entirety.

3. Deletion and Replacement of Exhibit A. On the Effective Date of this Sixth Amendment, Exhibit "A" to the Agreement is deleted in its entirety and replaced with the Exhibit "A" attached to this Sixth Amendment.

4. Amendment to Section 2.1. Section 2.1 (Base Monthly Sum) of the Agreement is amended to read as follows:

> Effective January 6, 2025, or such date as agreed to by the Parties, the City shall pay to Contractor the base monthly sum of One Hundred Eleven Thousand Three Hundred Thirty-One Dollars and Seventy-Five Cents ($111,331.75), which shall compensate Contractor for all of the services Contractor is obligated to perform under the terms of the Agreement, except as provided for in Section 1.8, 2.4, and 2.5 and as otherwise provided for in the Agreement. Contractor shall be compensated as specified herein, but not exceeding the maximum annual amount of One Million Three Hundred Thirty-Five Thousand Nine Hundred Eighty-One Dollars ($1,335,981.00) ("Contract Sum") except as otherwise provided for in the Agreement, including but not limited to, Section 1.8, Section 2.4, and Section 2.5.

5. Amendment to Section 2.4 (CPI Adjustments). Contractor agrees to forgo the CPI adjustment provided for in Section 2.4 of the Agreement for the 2025/2026 fiscal year.

6. Amendment to Section 2.4. Section 2.4 (CPI Adjustment) is amended to read as follows:

> On July 1, 2026, and on each July 1 thereafter during the Term of this Agreement, or any Extension Period, the Contract Sum provided in the Agreement shall be increased in an amount equal to the 12-month percent change in the Consumer Price Index ("CPI") for All Urban Consumers ("CPI-U") for the Los-Angeles-Long Beach-Anaheim area as reported by the U.S. Bureau of Labor Statistics, provided that any increase above 7% for any given twelve (12) month period requires the prior express approval of the City Council ("7% Exception"). The change in the CPI-U shall be calculated based on the 12-month percent change in the CPI-U from the previous April. If the 7% Exception does not apply, Contractor shall provide written notice to the City Manager or his/her designee detailing the CPI-U increase and the revised Contract Sum based on such CPI-U increase prior to July 1. In the event the 7% Exception applies, Contractor shall submit the request for the CPI-U increase above 7% to the City Manager or his/her designee within thirty (30) days after the CPU-U is available, or Contractor waives its right to the CPI-U increase for any amount above 7% and in such case the CPI-U increase for that year will be 7%. In the event the 7% Exception applies, the City Manager will cause the request to be placed on a City Council agenda as soon as practicable after receiving Contractor's request and the supporting documentation. If the City Council does not approve the request for the 7% Exception, then the CPI-U increase for said year shall be 7% and the Contract Sum will be increased by that amount effective beginning that July 1. Increases to the Contract Sum pursuant to this Section will go into effect on July 1.

7. Amendment to Section 3.3. Section 3.3 (Force Majeure) of the Agreement is amended to read as follows:

> 3.3. Force Majeure. A Party's performance of any obligation under the Agreement shall be suspended if, and to the extent that, the Party is unable to perform because of any event of Force Majeure. In any such event, the Party unable to perform shall be required to resume performance of its obligations under the Agreement upon the termination of the event or cause that excused performance hereunder. As used herein, "Force Majeure" means an event which is beyond the reasonable control of a Party, including without limitation, (a) acts of God including flood, fire, earthquake, hurricane or explosion, pandemic, epidemics, or quarantine restrictions; (b) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (c) government order or law that prevents either Party from performing its obligations as set forth in this Agreement; (d) action by any governmental authority that prevents either Party from performing its obligations as set forth in this Agreement; and (e) strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the Parties' employees.

Neither Party shall be liable for any delay or default in, or failure of, performance resulting from or arising out of any Force Majeure event, and no such delay, default in, or failure of performance shall constitute a breach by either Party hereunder. Where a Force Majeure event gives rise to a failure or delay in either Party performing its obligations under the Agreement (other than obligations to make payment), those obligations will be suspended for the duration of the Force Majeure event. A Party who becomes aware of a Force Majeure event which gives rise to any failure or delay in performing its obligations under the Agreement will notify the other in writing within ten (10) days of the commencement of such failure or delay and inform the other of the period for which it is estimated that such failure or delay will continue. The affected Party shall take reasonable steps to mitigate the effects of the Force Majeure event.

8. Amendment to Section 3.4. Section 3.4 (Term) of the Agreement is amended to read as follows:

(a) Term. The term of the Agreement shall continue in full force and effect for a period of five (5) years, commencing on January 1, 2025 and expiring on December 31, 2029, except as otherwise extended pursuant to the terms of this Agreement, including Section 3.4(b) (hereinafter referred to as the "Term").

(b) Extensions of Term. Commencing on January 1, 2030, the Term of the Agreement shall automatically extend, on the same terms and conditions set forth in the Agreement, for two (2) successive five (5) year periods (each successive five (5) year period is referred to as an "Extension Period"), unless previously terminated as provided for in the Agreement, or as otherwise agreed to in writing by the Parties. For avoidance of doubt, the first Extension Period shall begin January 1, 2030, and thereafter the second Extension Period shall automatically extend the Term of the Agreement for an additional successive Extension Period which shall begin at the expiration of the first Extension Period. The City and the Contractor each agree that, unless terminated as provided for in the Agreement, the Term will automatically extend as set forth in this Section without any further action from the Parties. For avoidance of doubt, unless previously terminated as provided for herein, this Agreement shall automatically expire upon the expiration of the second Extension Period.

9. Amendments to Section 7.8. Section 7.8(a) of the Agreement is amended to delete the following sentence in its entirety:

Determination whether Contractor has defaulted on the contract under the provisions of this subsection shall be made by the Maintenance Operations Manager or his representatives and his decision shall be binding on Contractor.

Further, consistent with the Fifth Amendment, Section 7.8 of the Agreement is amended to remove in their entirety subsections (b) (At the Option of City), (c) (At the Option of Either Party), and (d) (By Mutual Consent of the Parties).

10. Amendment to Section 4.3. Section 4.3 (Prohibition Against Assignment) of the Agreement is amended to read as follows:

> The experience, knowledge, capability and reputation of Contractor, its principals, and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, or encumbered, voluntarily or by operation of law, without the prior written approval of the City Council which shall not be unreasonably withheld. Any attempt by Contractor or a shareholder in Contractor to assign or transfer this Agreement or any interest herein without the City Council's prior written approval shall be void and of no effect. For the purposes hereof, an assignment shall be deemed to include a change in any person or entity that is the controlling shareholder of Contractor as presently constituted, or any merger or dissolution of Contractor. Notwithstanding the foregoing, Contractor or any shareholder in Contractor may assign or transfer its shareholder interest to a person who is a member of the Samuelian family by birth or marriage, or to a trust for the benefit of a person who is member of the Samuelian family by birth or marriage, without the prior approval of the City Council.

11. Amendment to Section 2. Section 2 (Compensation) of the Agreement is amended to add a new Section 2.6 (Additional Services), to read as follows:

> 2.6. Additional Services. City agrees to pay Contractor at a rate of One Hundred Fifty Dollars ($150.00) per hour ("Hourly Rate") for additional services not specified in the Scope of Services as requested by the City Manager or Public Works Director ("Additional Services"). On July 1, 2026 and each July 1 thereafter during the Term of this Agreement, Contractor may increase the Hourly Rate based on the increase to the Consumer Price Index ("CPI") as determined pursuant to Section 2.4. Contractor shall provide written notice to the City of the increased Hourly Rate in the manner set forth in Section 2.4. The Parties agree with respect to this Section 2.6 that no CPI adjustment shall exceed five percent (5%").

12. Deletion of Sections 5.3 and 5.5. Sections 5.3 (Labor and Materials and Performance Bonds) and 5.5 (Substitution of Sureties) of the Agreement are deleted in their entirety.

13. Amendment to Section 4.1. Section 4.1 (Representative of Contactor) is amended to designate the following principals for Contractor:

Ani Samuelian

14. Amendment to Section 4.2. Section 4.2 (Contract Officer) of the Agreement is amended to read as follows:

> The Contract Officer shall be the City Manager or such person as may be designated by the City Manager of the City. It shall be the Contractor's responsibility to ensure

that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any questions to the Contract Officer. Unless otherwise specified in the Agreement, or required by applicable law, any approval of City required under this Agreement shall mean approval of the Contract Officer. Notwithstanding the foregoing, Contractor acknowledges and agrees that only the Mayor and/or the City Manager are authorized to sign documents on behalf of the City as required to carry out the terms of this Agreement, including any amendments to this Agreement.

15. Amendment to References to Maintenance Operations Manager. All references in the Agreement to "Maintenance Operations Manager" are amended to read "Contract Officer."

16. Amendment to Section 3.2. Section 3.2 (Schedule of Performance) of the Agreement is amended to read as follows:

Contractor shall provide street sweeping services in accordance with the Sweeping Schedule set forth in Exhibit "A" ("Schedule of Performance").

17. Deletion of Exhibit C. Exhibit "C" to the Agreement is deleted in its entirety.

18. Amendment to Section 9.1. Section 9.1 is amended to read as follows:

Any notices, documents, correspondence or other communications concerning this Agreement or the performance of work hereunder may be provided by personal delivery, by certified or registered mail (postage prepaid and return receipt requested), or by nationally recognized overnight carrier (such as FedEx or UPS) to the addresses set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) 72 hours after deposit in the mail as reflected by the official U.S. postmark if such communication is sent through certified or registered mail; and (c) if sent by overnight delivery, upon the earlier to occur of actual receipt or the next business day after being sent by such delivery.

To City: City of West Covina
1444 W. Garvey Ave. S.
West Covina, CA 91790
Attn: City Manager

To Contractor: Nationwide Environmental Services
11914 Front St.
Norwalk, CA 90650
Attn: Ani Samuelian

Each Party may change its address for receipt of notices by providing notice of the change to the other Party in accordance with this Section. Notwithstanding the foregoing, correspondence regarding the day-to-day administration of this

Agreement and notices required pursuant to Sections 2.4 and 2.6 (CPI-U and CPI increases) may be sent by email to the designated representatives of the Parties. Email communications shall be deemed served or delivered one (1) business day after the email is sent, provided that no delivery failure notification has been received.

19. Authority of City Manager. City and Contractor agree that the City Manager has the authority to make all determinations and issues all notices pursuant to the Agreement, provided, however, that, the City Manager will obtain formal direction from the City Council prior to issuing a notice of termination. Contractor acknowledges and agrees that such direction may be provided in an open or closed session of the City Council.

20. Integration; Continuing Effect of Agreement. Except as expressly amended by this Sixth Amendment, all other terms, conditions and provisions of the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, and the Fifth Amendment, shall remain unchanged and are in full force and effect. From and after the date of this Sixth Amendment, whenever the term "Agreement" appears in the Agreement, it shall mean the Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment and this Sixth Amendment. The Agreement, together with the First Amendment, the Second Amendment, the Third Amendment, the Fourth Amendment, the Fifth Amendment, and this Sixth Amendment, contains the entire agreement between the City and Contractor and supersedes all prior negotiations, understandings or agreements.

21. No Default. The Parties agree that neither Party is in breach of any material provision of the Agreement as of the Effective Date of this Sixth Amendment.

22. Corporate Authority. The persons executing this Sixth Amendment on behalf of the Parties hereto warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Sixth Amendment on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Sixth Amendment, and (iv) the entering into this Sixth Amendment does not violate any provision of any other agreement to which said Party is bound.

23. Counterparts; Electronic Signatures. This Sixth Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Sixth Amendment by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Sixth Amendment. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each Party who has executed it. The Parties waive all right to challenge the admissibility or authenticity of this Sixth Amendment in a court of law based solely on the absence of an original signature.

[Signature page follows.]

CITY OF WEST COVINA

By: _____
Milan Mrakich
Acting City Manager

Date: _____

ATTEST:

By: _____
Monique S. De La Rosa
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
Thomas P. Duarte
City Attorney

JOE'S SWEEPING, INC. DBA NATIONWIDE ENVIRONMENTAL SERVICES

By: _____
Ani Samuelian
President

Date: _____

By: _____
Suzy Samuelian
Secretary

Date: _____

EXHIBIT A

SCOPE OF SERVICES

EXHIBIT "A"

SCOPE OF SERVICES

SECTION 1. SPECIFICATIONS, QUALITY, EQUIPMENT.

1.1 Specifications.

These specifications are intended to cover all labor and standards of workmanship to be employed in the work called for in these specifications or reasonably implied by terms of same. Work or materials of a minor nature which may not be specifically mentioned, but which may be reasonably assumed as necessary for the completion of this work shall be performed by the Contractor as if described in the specifications.

1.2 Quality. Workmanship shall be in accord with the best standard practices. Both materials and workmanship shall be subject to the approval of the City Manager or designee.

1.3 Materials and Equipment.

(a) All materials and equipment required to complete the work under this Agreement shall be furnished by the Contractor.

(b) All equipment used for the performance of this Agreement shall be standard heavy-duty street sweeping equipment, necessary to properly clean streets and alleys of litter, dirt, rocks, leaves, and other debris. Equipment shall be properly maintained both as to condition and appearance so as to ensure a high level of street sweeping services All equipment must be properly registered and insured. Equipment performance shall meet South Coast Air Quality Management District's Standards (compressed natural gas) (CNG).

(c) Contractor shall display signs approved by the City Manager or designee on street sweeping equipment used in the contract, identifying that they are under contract to the City of West Covina. These signs shall be visible from both sides of the sweeper and shall be removed when said equipment is operating outside of the City limits.

(d) Sweepers shall be equipped with double-check valves on the water fill lines or by other means ensure a continuous air-gap is maintained between the tank water level and water fill line.

1.4 Contractor License. All personnel employed by the contractor to perform the work as specified herein shall possess and maintain a valid Class C Driver's License.

1.5 Personnel Qualifications and Requirements.

All personnel providing services pursuant to this Agreement shall be of good character, competent, neat in appearance and in appropriate uniforms (including name badges for each worker) as approved by the City Manager or designee. Contractor shall provide a workforce sufficient to complete the work as it is specified herein (during normal working hours).

SECTION 2. DESCRIPTION OF WORK AND WORMANSHIP

2.1 General Scope. The Contractor shall provide its own equipment, labor, fuel and other materials necessary to complete the required work. The Contractor shall be responsible for the maintenance and repair of its own equipment and the availability, presence, and supervision of its employees to perform street sweeping as described herein including, but not limited to:

(a) Contractor shall sweep all public streets with curb and gutter, all alleys as listed in Section 2.10(a), parking lots/facilities as listed in Section 2.10(b), arterials as listed in Section 2.10(c), all street medians within the incorporated limits of the City of West Covina (hereinafter jointly referred to as the "Sweeping Area") and all of the Sweeping Area is described in this Exhibit "A" at Section 2.10 hereinafter. Street sweeping schedule for each area shall be arranged so as to be the day following the scheduled rubbish collection day. Schedule is attached hereto as Attachment 1 (hereinafter sometimes referred to as "City Maps"). The schedule may be changed upon mutual agreement of both parties.

(b) Contractor shall report to the City any circumstance which prohibits specified street sweeping activities such as heavy debris, low hanging tree limbs, potholes and/or other obstacle(s) within 24 hours.

(c) Contractor must have two-way communication at all times with sweeper(s) utilized in this Agreement.

(d) City shall provide Contractor water for dust control at no cost to Contractor.

(e) Street sweepers shall operate at suggested manufacturer's requirements including but not limited to the amount of water used for cleaning and dust control. **Street sweeper shall operate at a speed not to exceed 10 mph.**

2.2 Disposal of Sweeping Debris.

(a) All debris and refuse collected by the Contractor shall become its property.

(b) No dumping of sweeping debris will be allowed at any public location within the City of West Covina, except at the City Yard. Contractor will deliver a 40

yard roll-off bin for street sweeping debris at the City Yard, the debris will be loaded into the roll-off bin by City Staff. Contractor will be responsible to haul away the bin once it is full.

(c) The Contractor shall be required to dispose of the sweeping debris in a legal manner.

2.3 Sound Control. Care shall be taken to not make excessive noise before 7:00 a.m. In addition, the Contractor shall conform to the City's noise regulations as set forth in Article IV (Noise Regulations) of Chapter 15 (Miscellaneous Provisions Relating to Public Health and Safety) of the West Covina Municipal Code. Said noise level requirements shall apply to all equipment on the job or related to the job that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel. Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

2.4 Complaints/Work Requests. The West Covina Maintenance Division staff will forward by phone and written notice to the Contractor's representative all service requests and citizen complaints as they are received. It shall be the Contractor's obligation to resolve all complaints within 24 hours.

2.5 Deficiencies. Any specific problem area which does not meet the conditions of the specifications set forth herein shall be called to the attention of the Contractor.

2.6 Working Hours. See City Maps attached hereto as Attachment 1.

2.7 Holidays. No sweeping will be done on the holidays listed below. When the holidays fall on a weekday, sweeping will take place on the following scheduled day per the posting.

New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

2.8 Inclement Weather. Contractor shall not be expected to sweep any of the streets as listed under Section 2.10 during heavy rains and other inclement weather as determined by the City Manager or designee.

2.9 Additional Work.

(a) In the event the City desires to extend the street sweeping program to include newly constructed streets or alleys, or streets or alleys procured through annexations, after the effective date of this Agreement, then any additional sweeping which is required of the contractor shall be paid for at the applicable hourly rate.

(b) Contractor from time to time may be requested to provide street sweeping services immediately following parades, community celebrations, and other activities involving City streets, alleys or parking areas. Compensation for this work will be paid at the current hourly rate.

(c) In the event of inclement weather, the Contractor shall perform any work missed because of such inclement weather which can be reasonably swept by Contractor in the normal course of business as requested by the City Manager or designee at no additional cost.

(d) All sweeping as identified as additional work herein shall be performed by additional sweepers so as not to interfere with proper completion of the regular street sweeping schedule.

2.10 Areas of Service.

(a) ALLEYS: Alleys to be swept once per week.

(1) Alley between Puente and Ardilla Avenue; and between Havenbrook and MacDevitt Street.

(2) Alley between North Garvey Avenue and Willow Avenue and approximately 400’ East of Sunkist Avenue.

(3) Alley between Broadmoor Avenue and California Avenue; and Francisquito Avenue and Delhaven Avenue.

(4) Alley between Hollow Avenue and Sunset Avenue; and North of Rowland Avenue.

(5) Alley between Sunset Avenue and Shadydale Avenue; and South of Workman Avenue and North of Workman Avenue.

(6) Alley between Glendora Avenue and Silver Birch; and Vine Avenue and Truman Place.

(7) Alley between Glendora Avenue and Larimore Avenue; and Michelle Street and Merced Place.

(8) Alley between Puente Avenue and El Dorado Street; and Vincent Avenue and Carvol Avenue.

(9) Alley between Vincent Avenue and Maplewood Avenue; and Eckerman Avenue and Rowland Avenue.

(10) All alleyways between North Garvey Avenue and Shamwood Street; and Maplewood Avenue and Toland Avenue.

(11) Alley between Mardina Street and Lark Ellen Avenue; and Idahome Street and Astell Avenue (cul-de-sac).

(12) All alleyways between Dalewood Avenue and Walnut Creek Parkway; and Glendora Avenue and Garden Glen Street.

(13) Alley between Glendora Avenue and Craig Drive; and Cameron Avenue and Mobeck Street.

(14) All alleyways between Harvest Moon Street and Amar Road; and Brentwood Avenue and Lark Ellen Avenue.

(15) All alleyways between Azusa Avenue and Phillips Avenue; and Badillo Street and Puente Avenue.

(16) Alley between Homerest Avenue and Azusa Avenue and North of Stuart Avenue.

(17) Alley between Holly Oak Place and Azusa Avenue; and Stuart Avenue and Walnut Creek Parkway.

(18) Alley between Winston and Azusa Avenue and North of Stuart Avenue.

(19) Alley between Azusa Avenue and Cajon Avenue; and Cameron Avenue and Alaska Street.

(20) Alley between Fleetwell Avenue and Azusa Avenue; and Michelle Avenue and Francisquito Avenue.

(21) Alley between Azusa Avenue and Cajon Avenue and South of Greenville Avenue.

(22) Alley between Azusa Avenue and Cajon Avenue and South of Larkwood Avenue.23) Alley between Woodlane Drive and Ridgewood Drive and North of Amar Road.

(23) Alley between Mardina Street and North Garvey Avenue and Meadow Road and East of Mockingbird Lane.

(24) Alley between Hillborn Avenue and Hollenbeck Street; and Cortez Street and Rio Verde Drive.

(25) Alley between Evergreen Avenue and Cameron Avenue; and Shasta Street and Manzanita Drive.

(26) Alley between Charlinda Street and Cameron Avenue and Citrus Avenue.

(27) Alleys between Glendora Avenue and Vine Avenue.

(28) Alley between Valinda Avenue and Serenade Avenue and between Mobeck Street and Cameron Avenue.

(b) PARKING LOTS/YARD: Except as provided in the Agreement, to be done on a weekly basis as listed below and will include cleaning of parking lot perimeters, corners and behind wheel stops:

(1) Parking lots located at the following parks: Del Norte, Palmview, Cortez, Galster, Friendship, Shadow Oak, Walmerado and Orangewood.

(2) Parking lots located at: Senior Center, Heritage House, Municipal Pool, City Hall, City Yard and Fire Administration.

(3) Parking lot adjacent to east side of Glendora Avenue from Dalewood Street to Walnut Creek Parkway; and

(4) Parking lot located at Cameron Park shall be swept three times a week.

(5) City Yard Equipment Storage Yard.

(c) ARTERIALS: To be swept once per week:

(1) West Covina Parkway from South Garvey to Glendora Avenue;

(2) South Garvey from West Covina Parkway to 500 feet East of Sunset Avenue;

(3) Aroma Drive from Azusa Avenue to Fairgrove Avenue;

(4) Glendora Avenue from South Garvey to South City Limits;

(5) Lakes Drive from Glendora Avenue to Vincent Avenue;

(6) Plaza Drive from California Avenue to Lakes Drive;

(7) Vincent Avenue from Glendora Avenue to NCL;

(8) California Avenue from West Covina Parkway to 1,000 feet North of Plaza Drive;

(9) Sunset Ave. from north City limit (NCL) to south City limit (SCL);

(10) Lark Ellen Ave. from NCL to SCL;

(11) Azusa Avenue from NCL to SCL;

(12) Hollenbeck Street from NCL to SCL;

(13) Citrus Street from NCL to SCL;

(14) Barranca Street from NCL to SCL;

(15) Puente Ave. from east City limit (ECL) to west City limit (WCL);

(16) Rowland Ave. from ECL to WCL;

(17) Workman Ave. from ECL to WCL;

(18) Cameron Ave. from ECL to WCL;

(19) Vine Ave. from Glendora Ave. to Citrus St.;

(20) Merced Ave. from WCL to Hollenbeck St.;

(21) Amar Road from ECL to WCL;

(22) Nogales ST. from NCL to SCL;

(23) Shadow Oak Road from Amar Road to Nogales St.;

(24) La Puente Road from Amar Road to ECL;

(25) Grand Ave. from NCL to SCL;

(26) Azusa Canyon Road from NCL to San Bernardino Road;

(27) Badillo Street from WCL to SCL;

(28) East Eastland Center Drive from Citrust Street to 500 feet east and from Barranca Street to 200 feet west;

(29) East Garvey North from Barranca Street to 300 feet east;

(30) Francisquito Avenue from WCL to ECL;

(31) Orange Avenue from Cameron Avenue to SCL;

(32) Pacific Avenue from WCL to Cameron Avenue;

(33) San Bernardino Road from WCL to ECL;

(34) South Sentous Avenue from Valley Blvd. to La Puente Road;

(35) Valinda Avenue from Amar Road to Glendora Avenue;

(36) Valley Boulevard from WCL to ECL.

(d) Medians – Once per week.

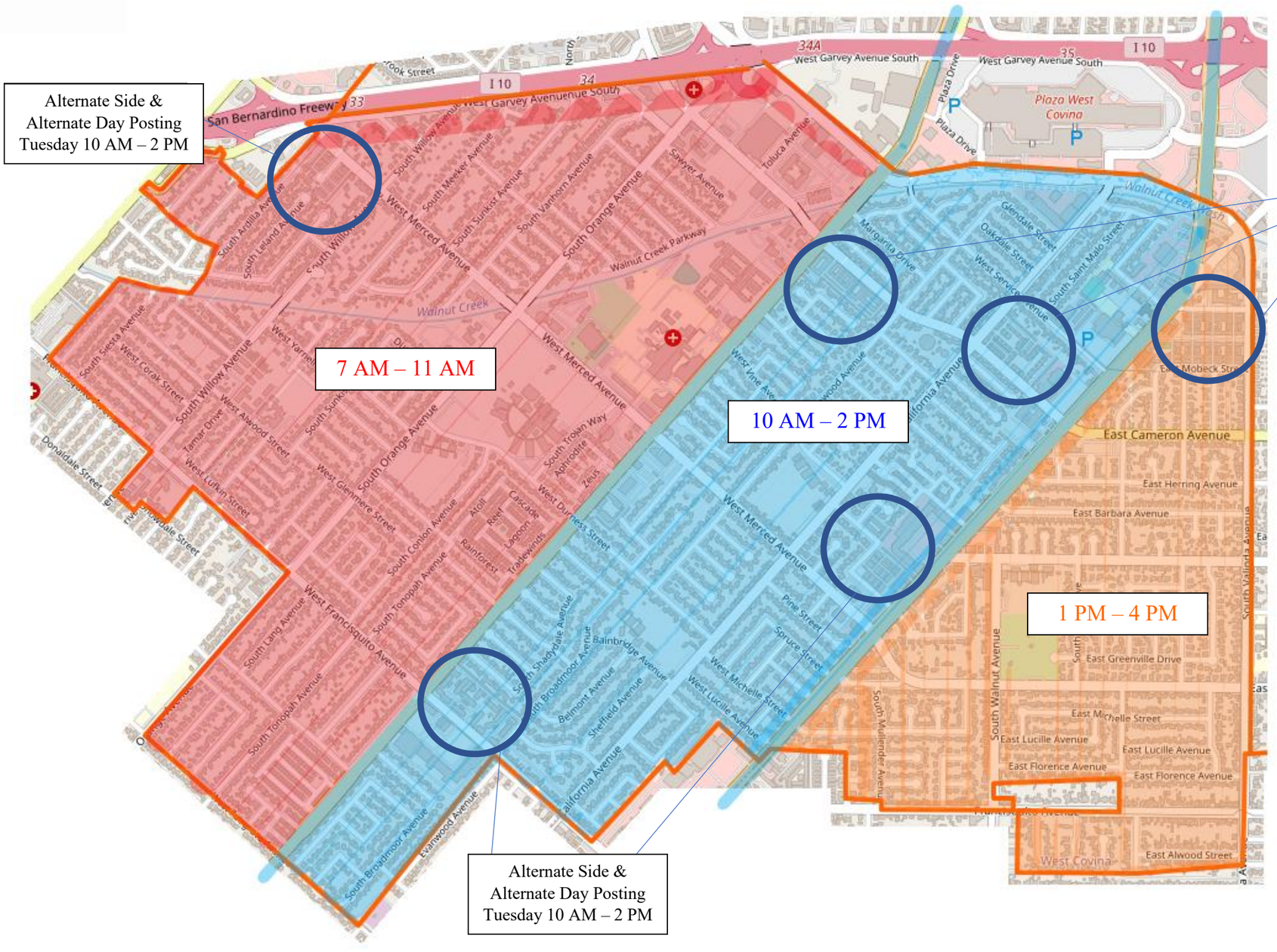
(e) See City Maps attached hereto as Attachment 1 for Sweeping Schedule.

ATTACHMENT 1

SWEEPING SCHEDULE

City of West Covina

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.



Monday

Posting Division

Route Boundary

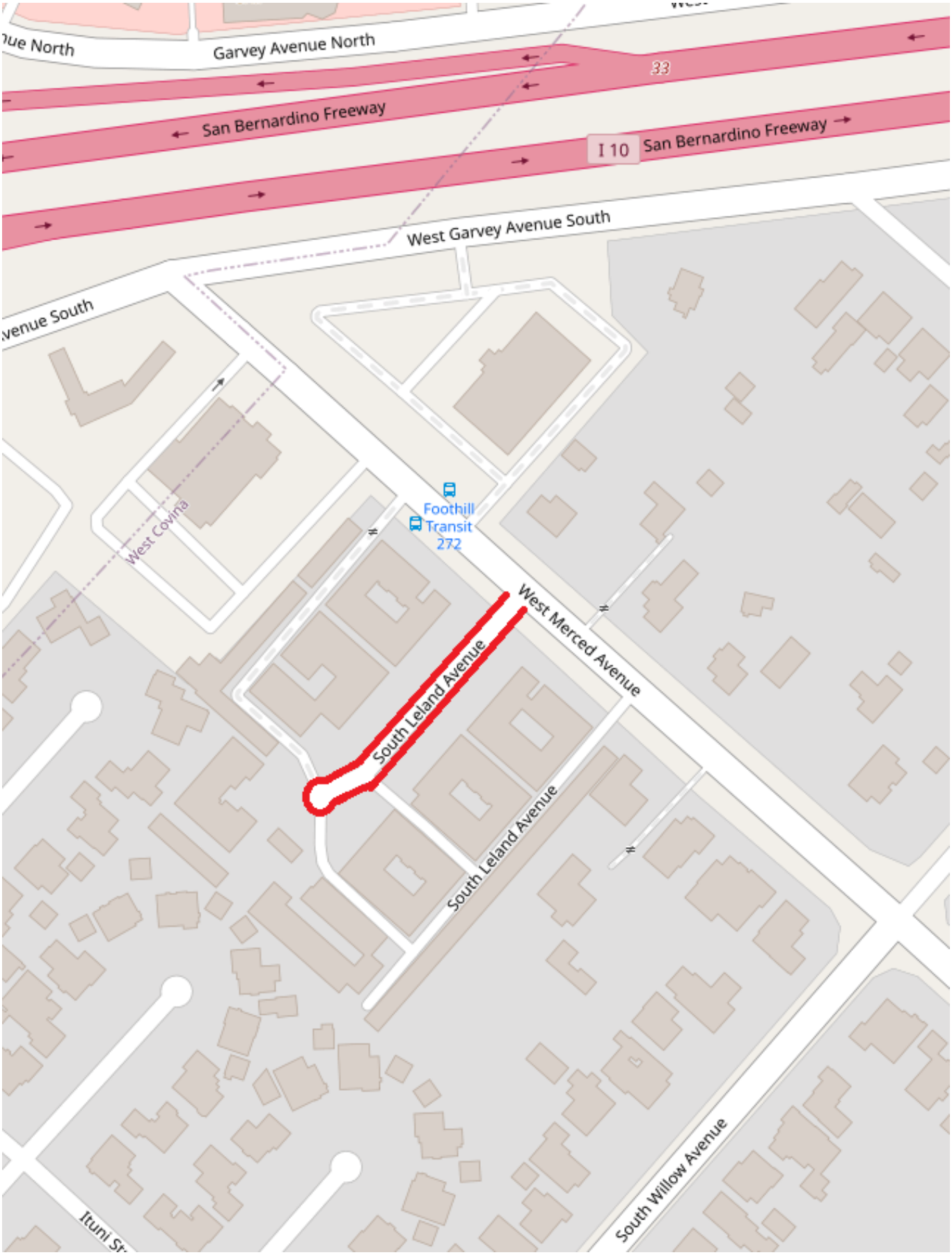
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



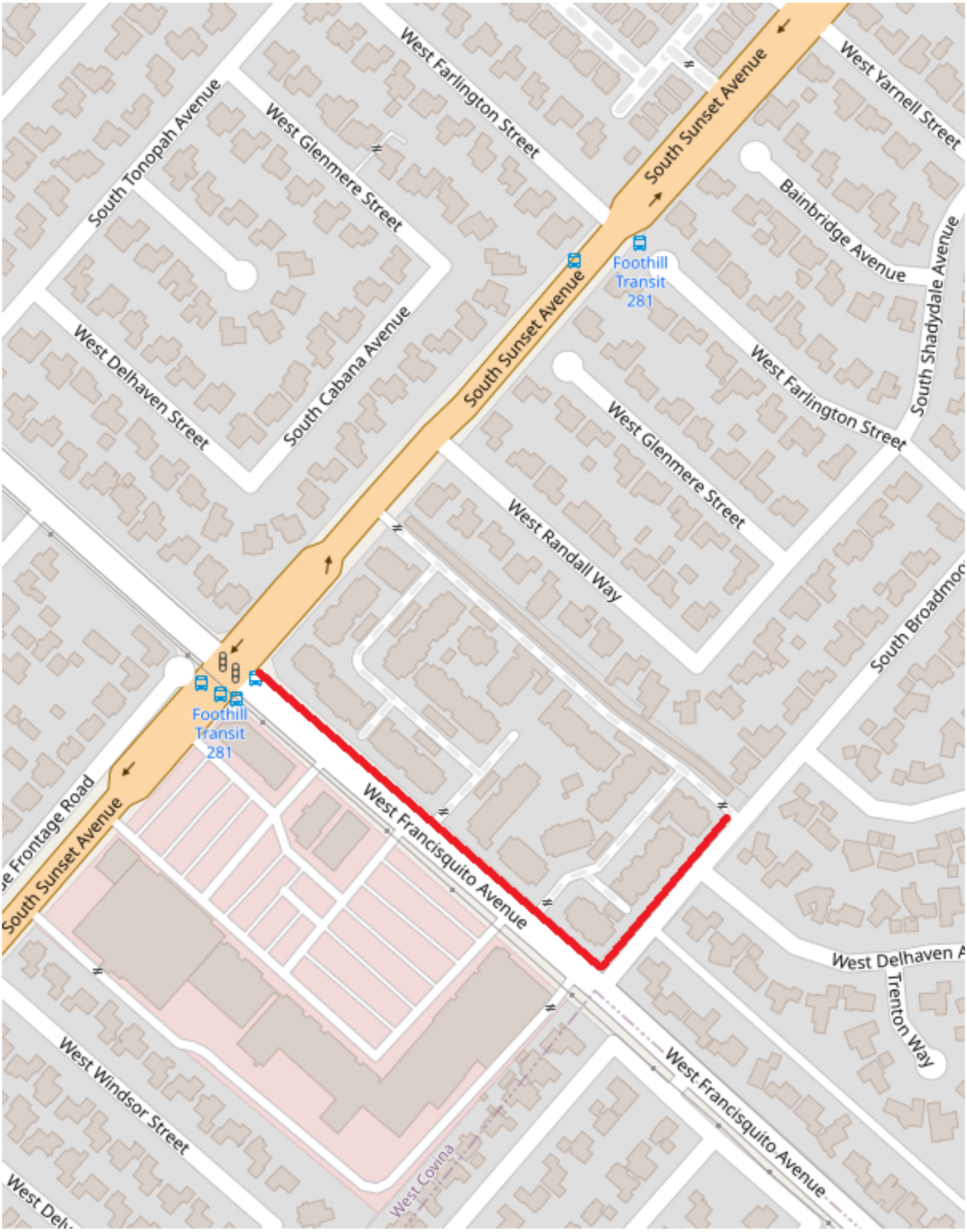
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM



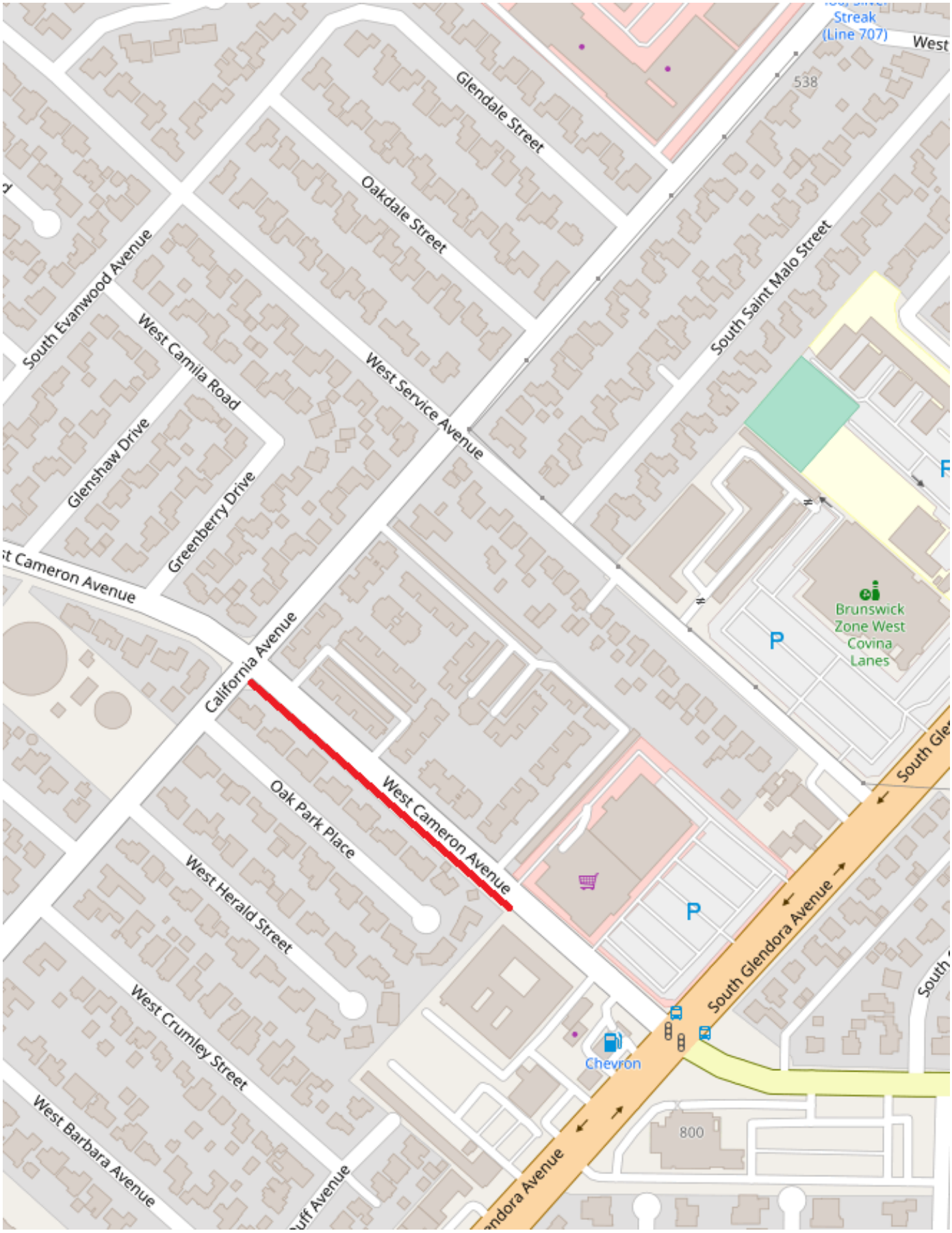
Monday Route

Tuesday 10 AM – 2 PM



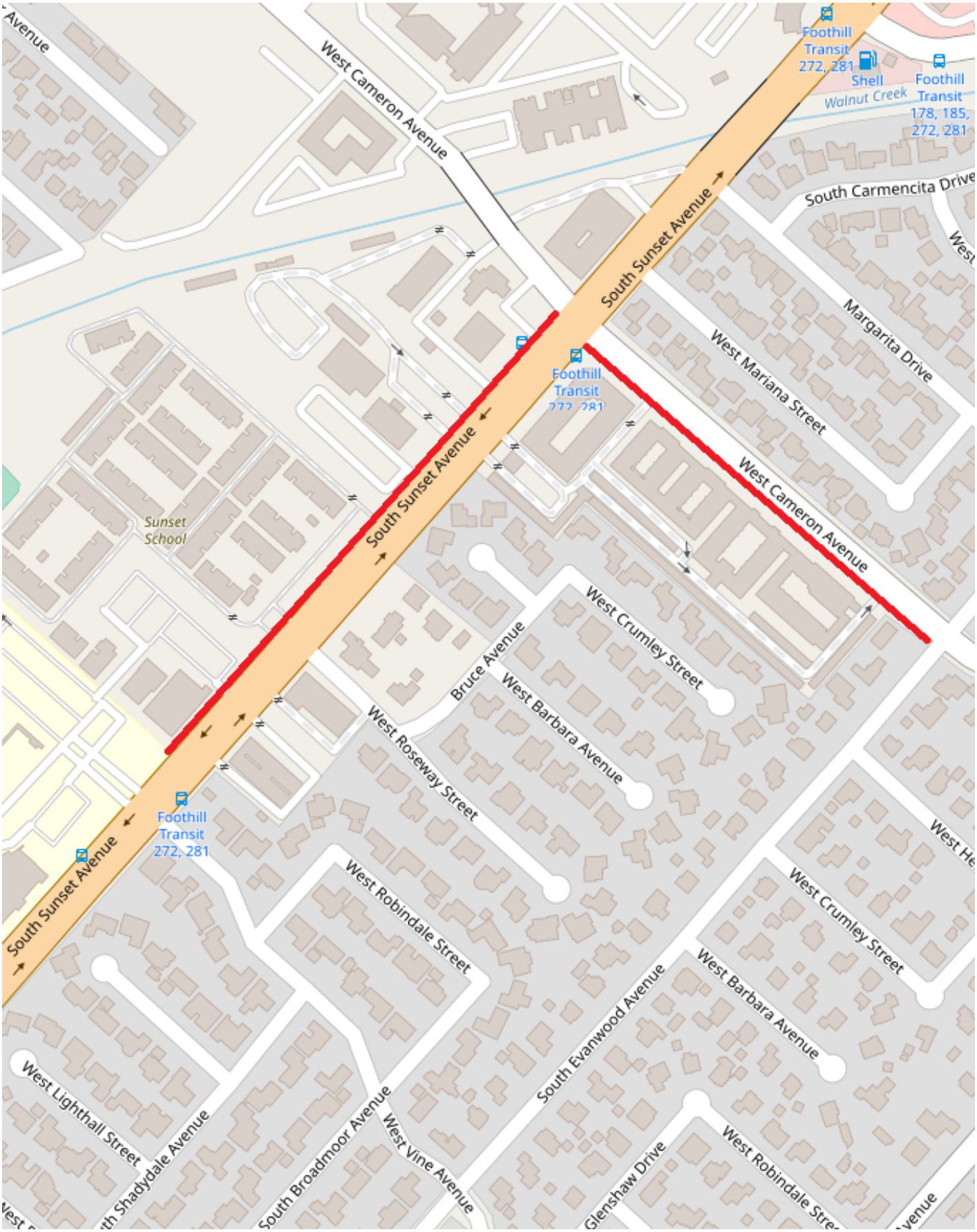
Monday Route

Tuesday 10 AM – 2 PM



Monday Route

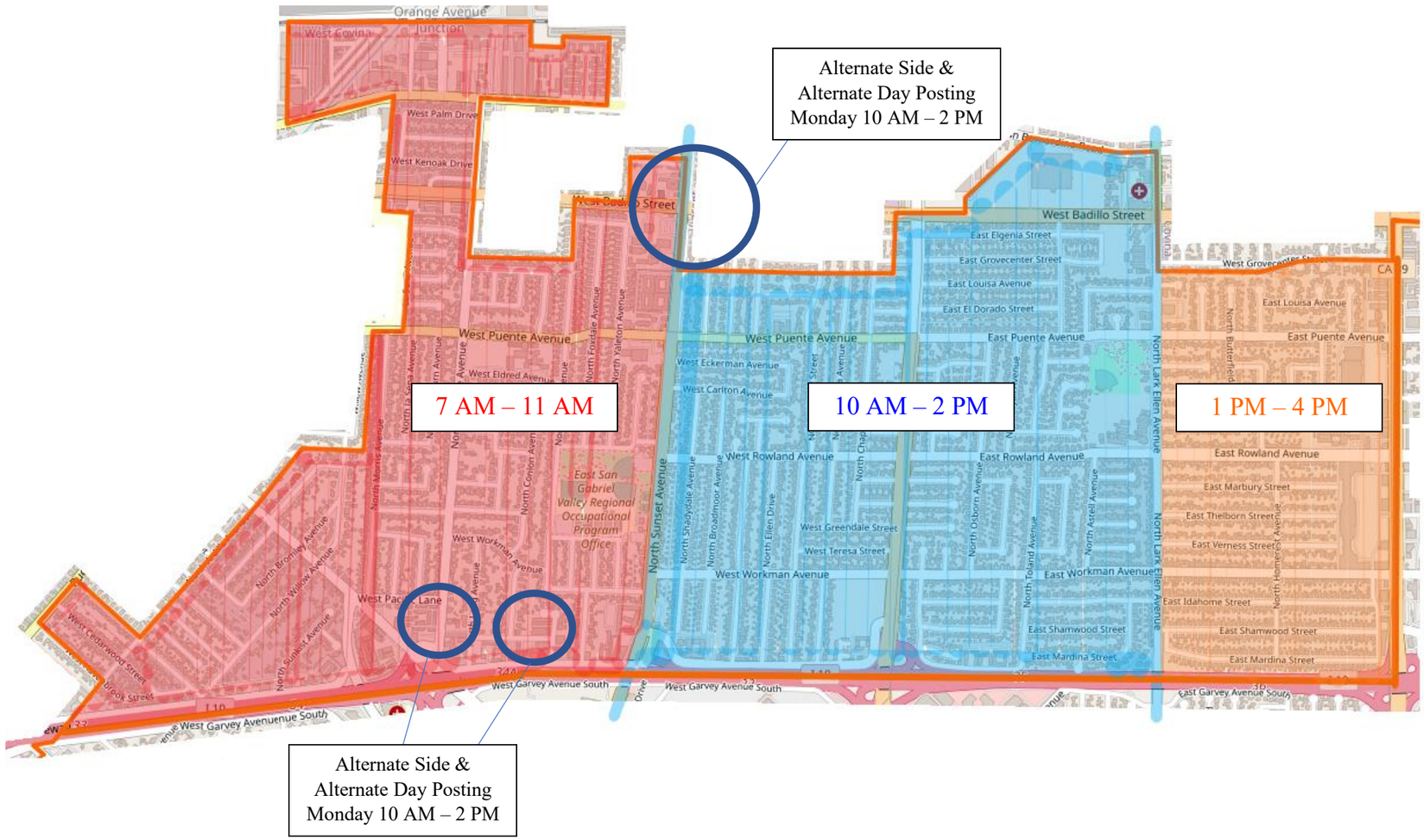
Tuesday 10 AM – 2 PM



Monday Route

Tuesday 10 AM – 2 PM

City of West Covina



Tuesday

Posting Division

Route Boundary

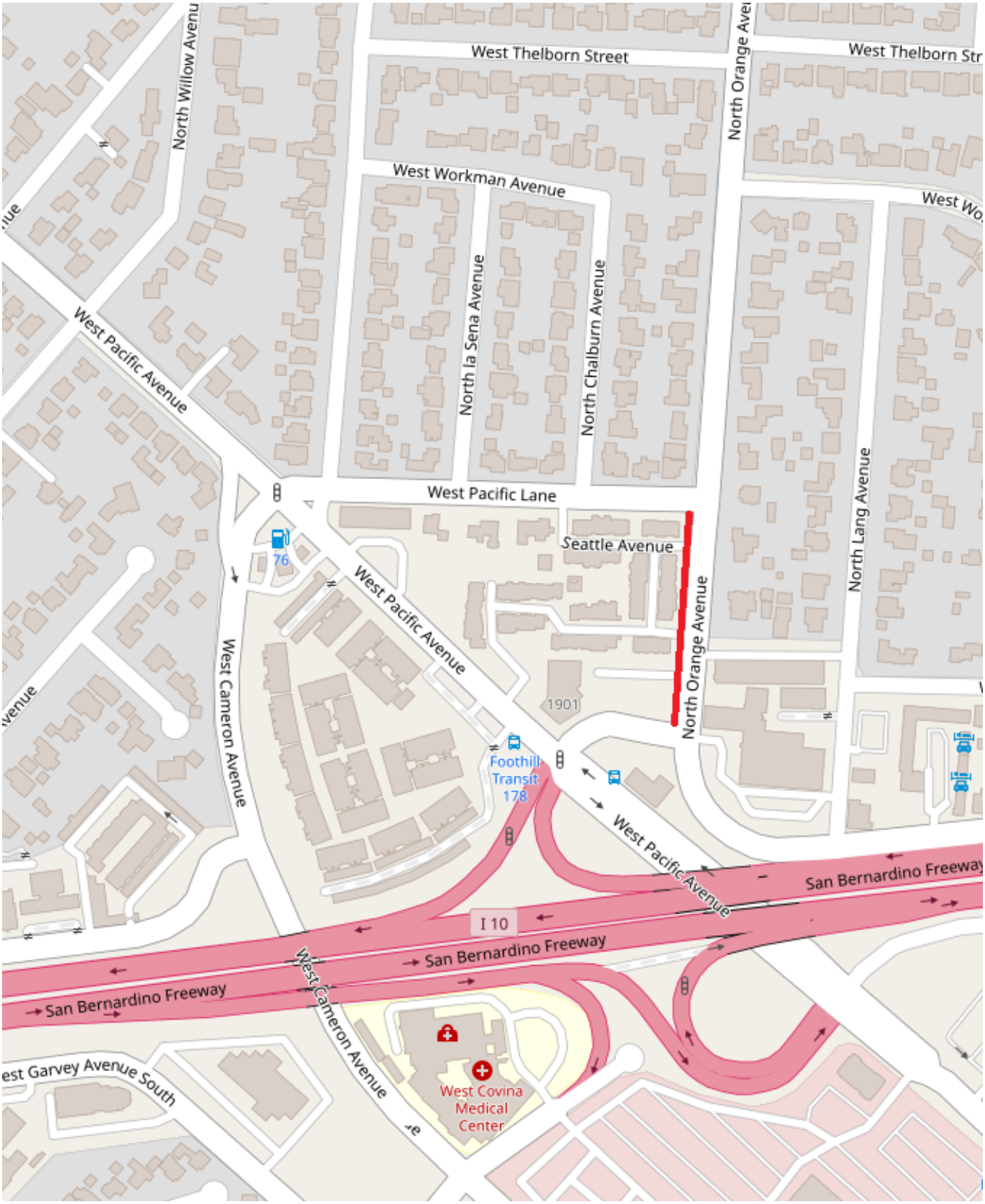
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



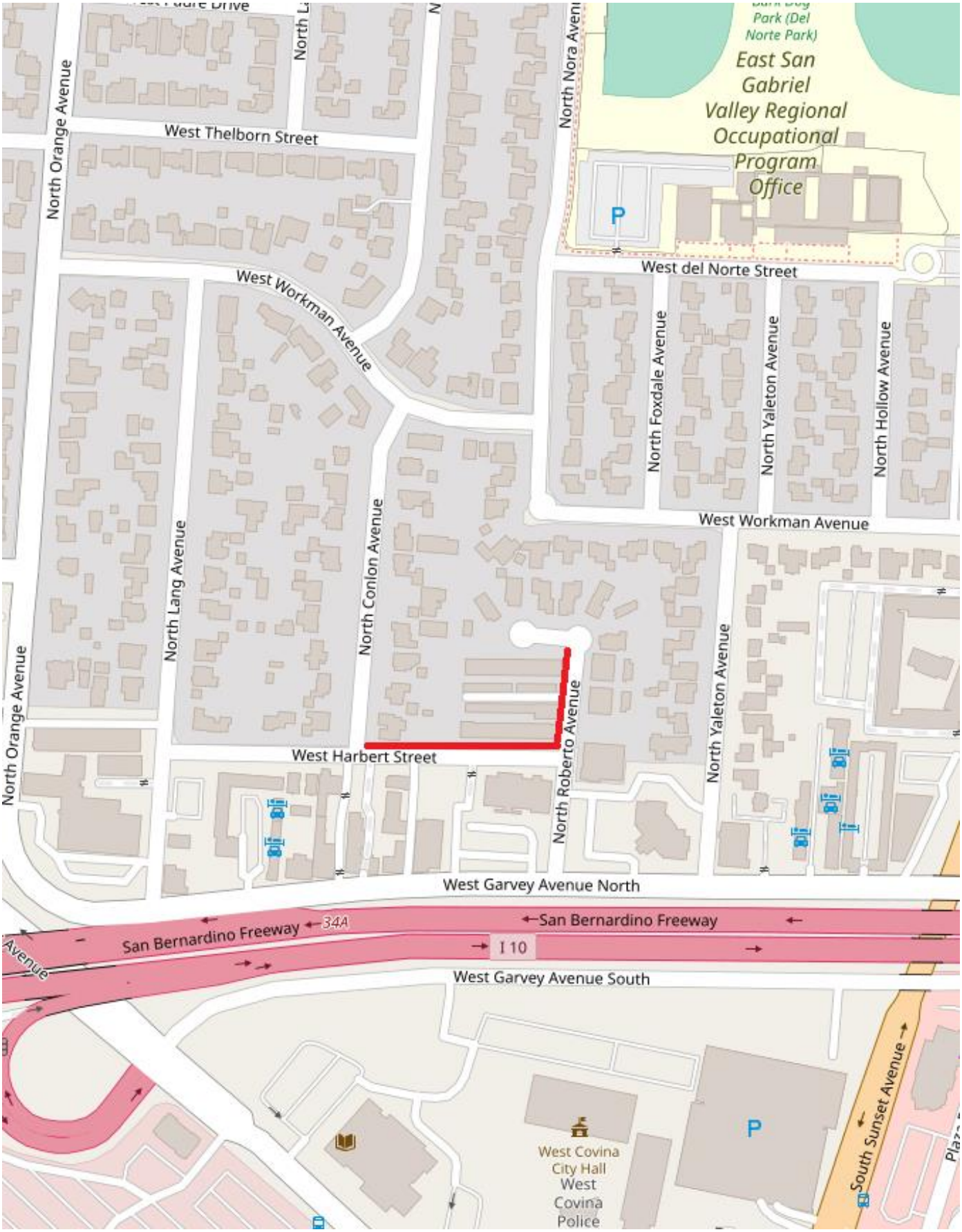
Tuesday Route

Monday 10 AM – 2 PM



Tuesday Route

Monday 10 AM – 2 PM



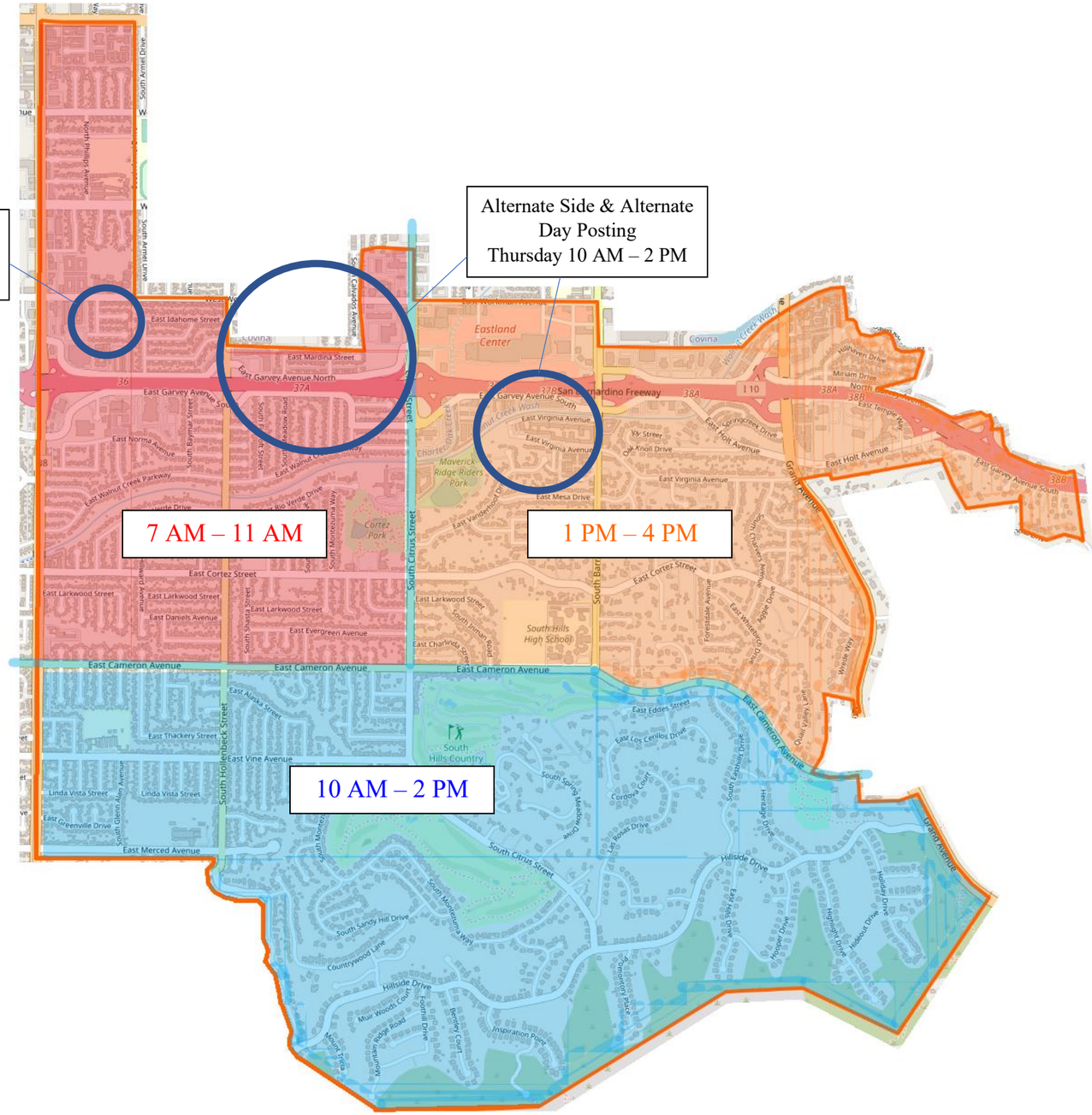
Tuesday Route

Monday 10 AM – 2 PM

City of West Covina

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM

Alternate Side & Alternate Day Posting Thursday 10 AM – 2 PM



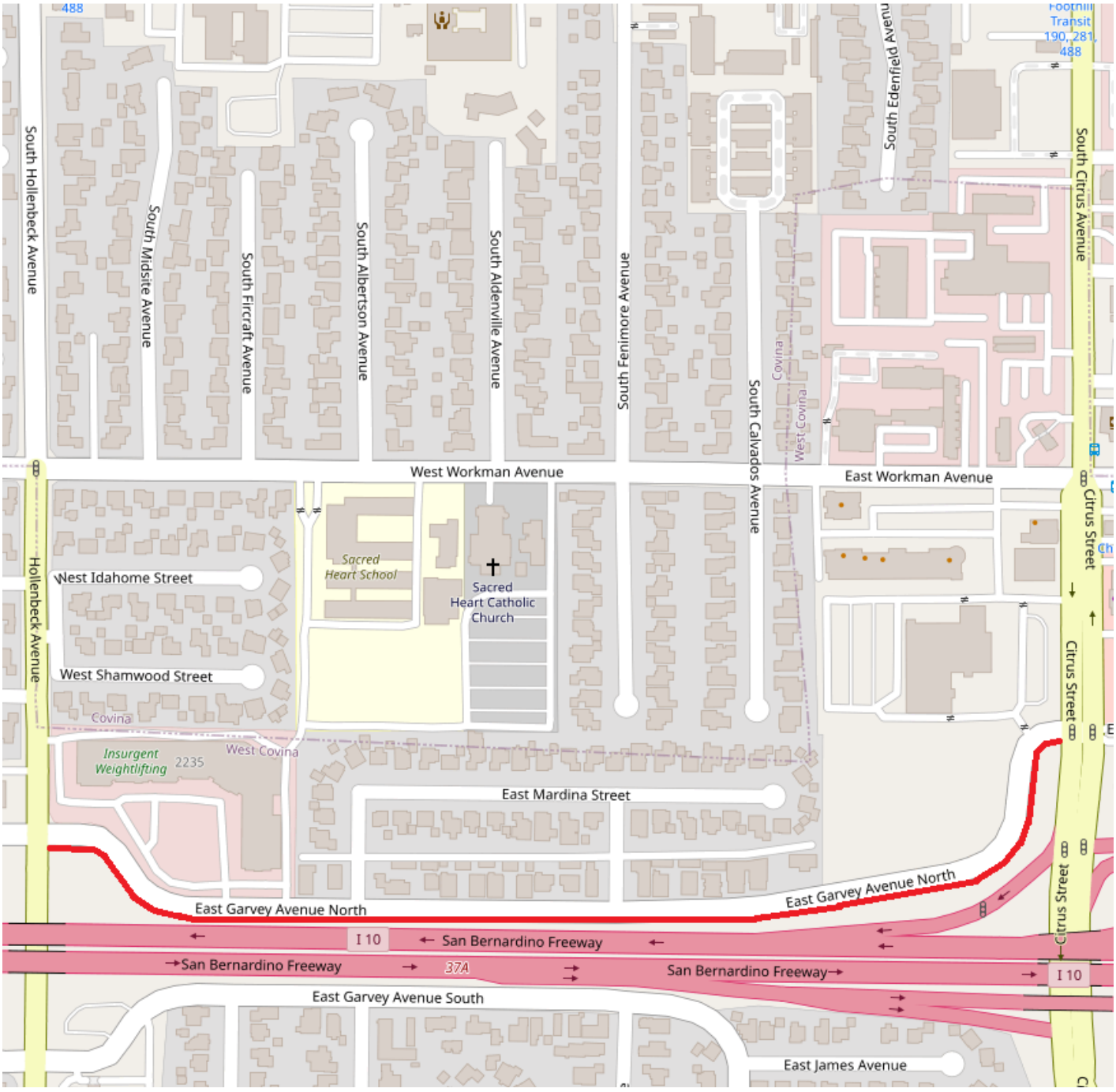
Wednesday

Posting Division

Route Boundary

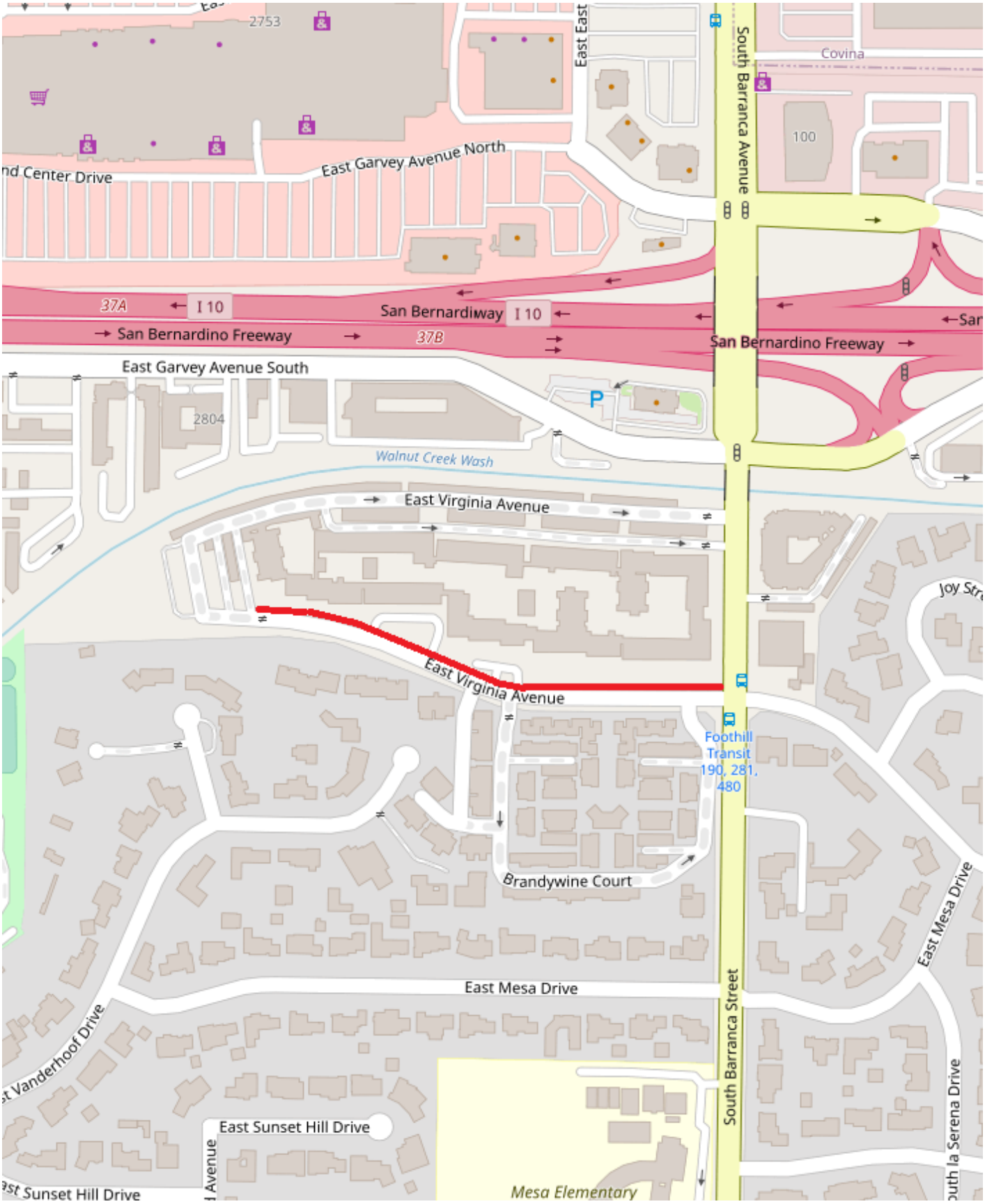
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



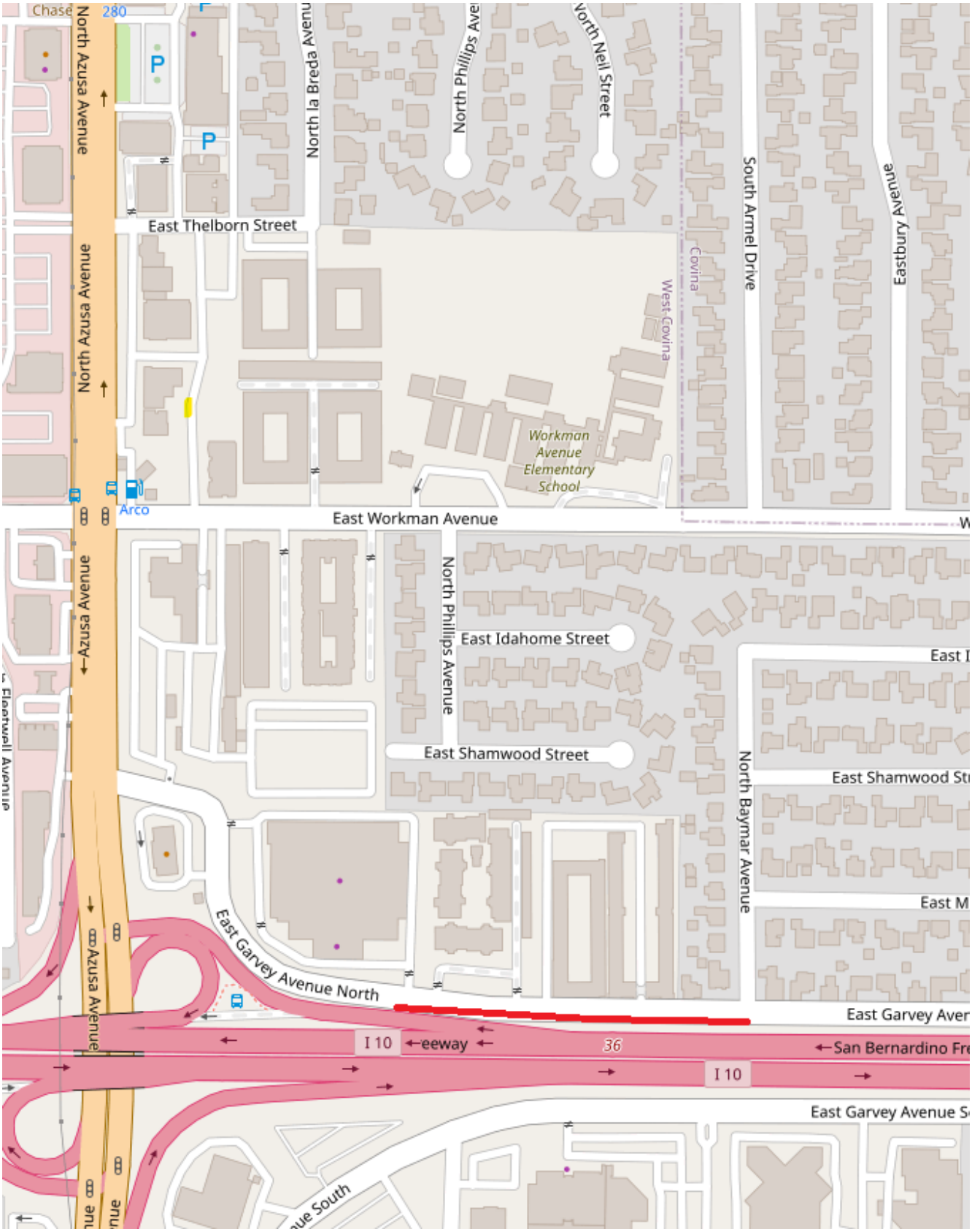
Wednesday Route

Thursday 10 AM – 2 PM



Wednesday Route

Thursday 10 AM – 2 PM

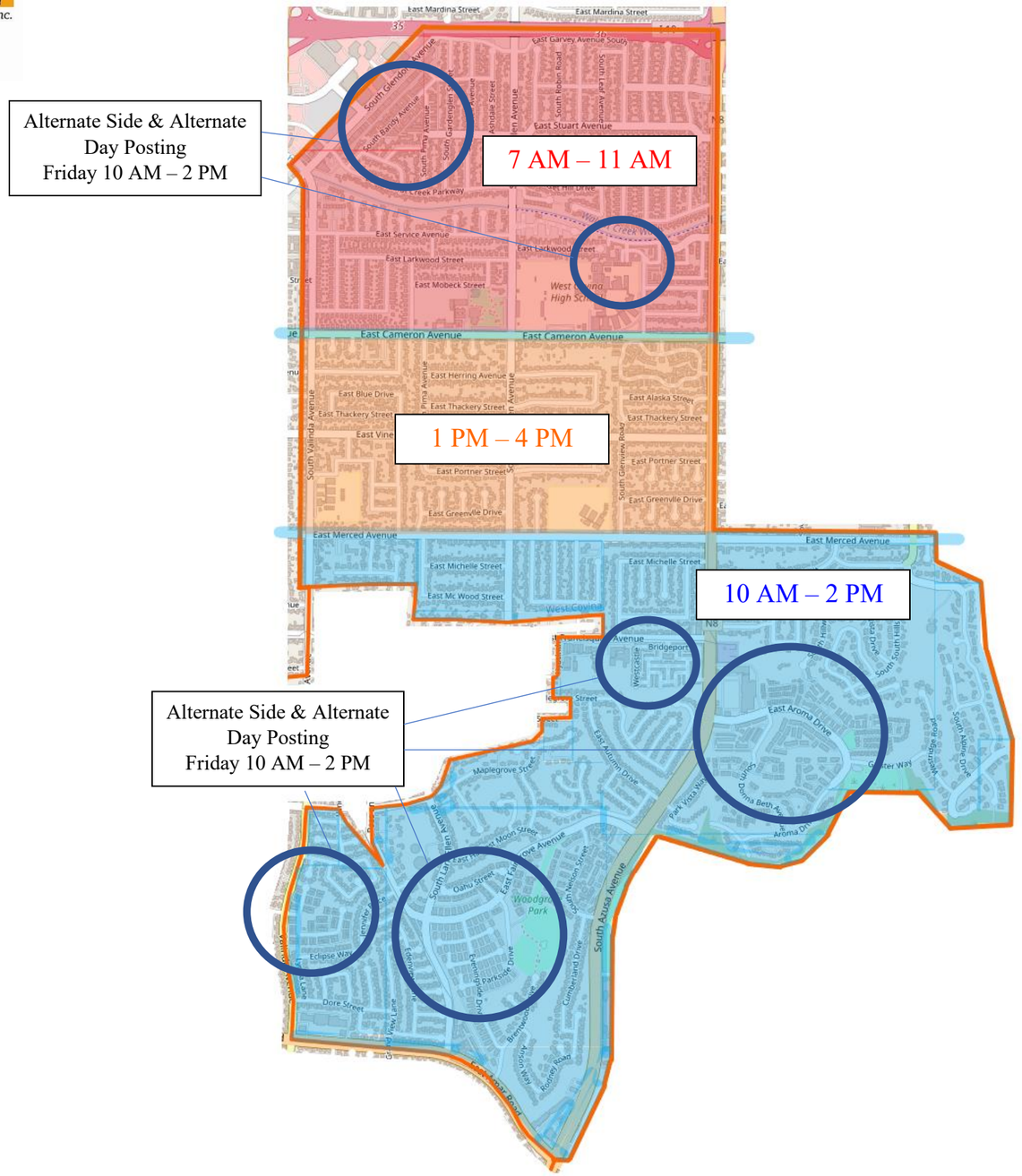


Wednesday Route

Thursday 10 AM – 2 PM

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.

City of West Covina



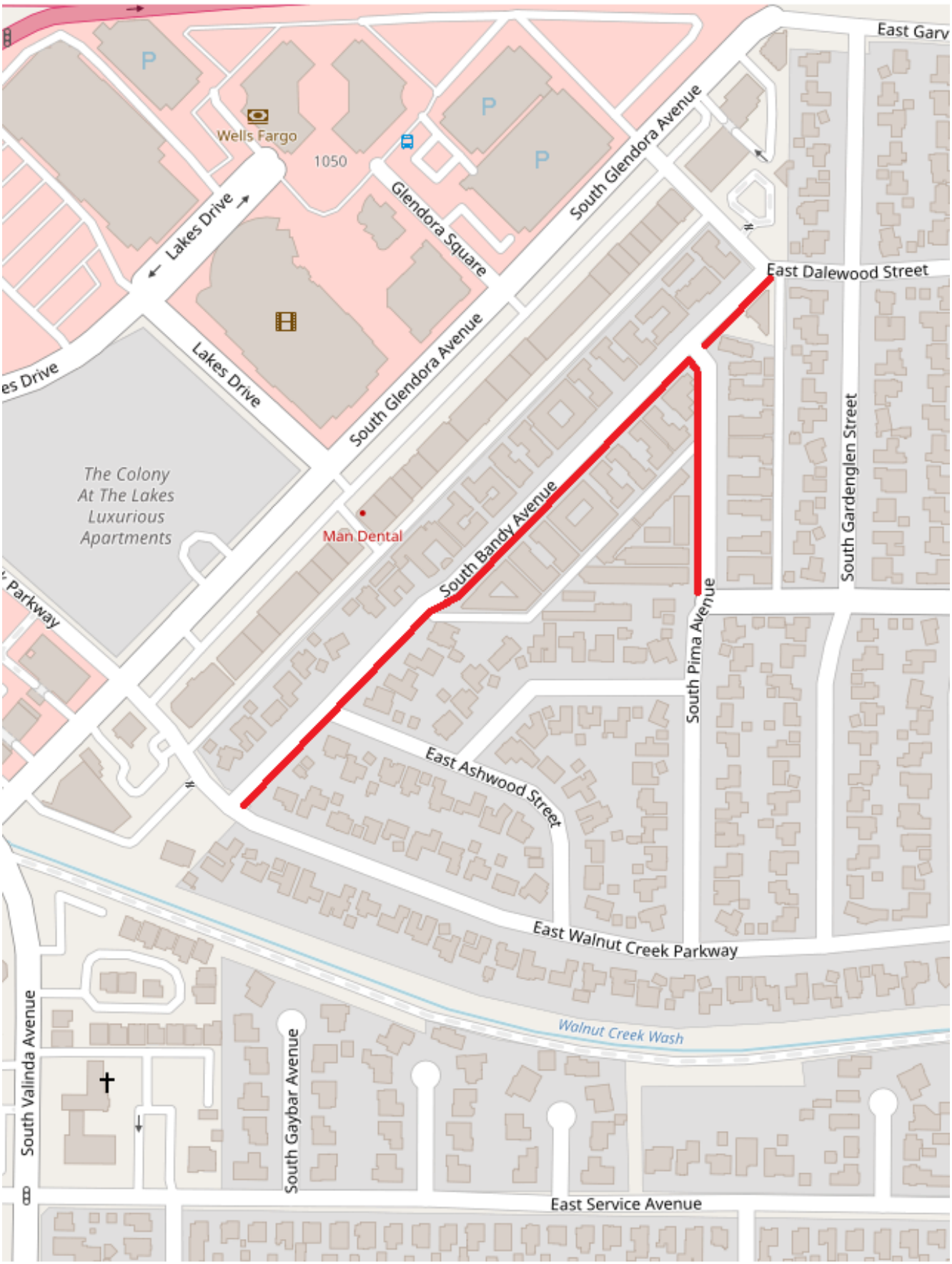
Proposed **Weekly** Sweeping Route Map

Thursday

Posting Division

Route Boundary

Prepared by N.E.S.



Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM



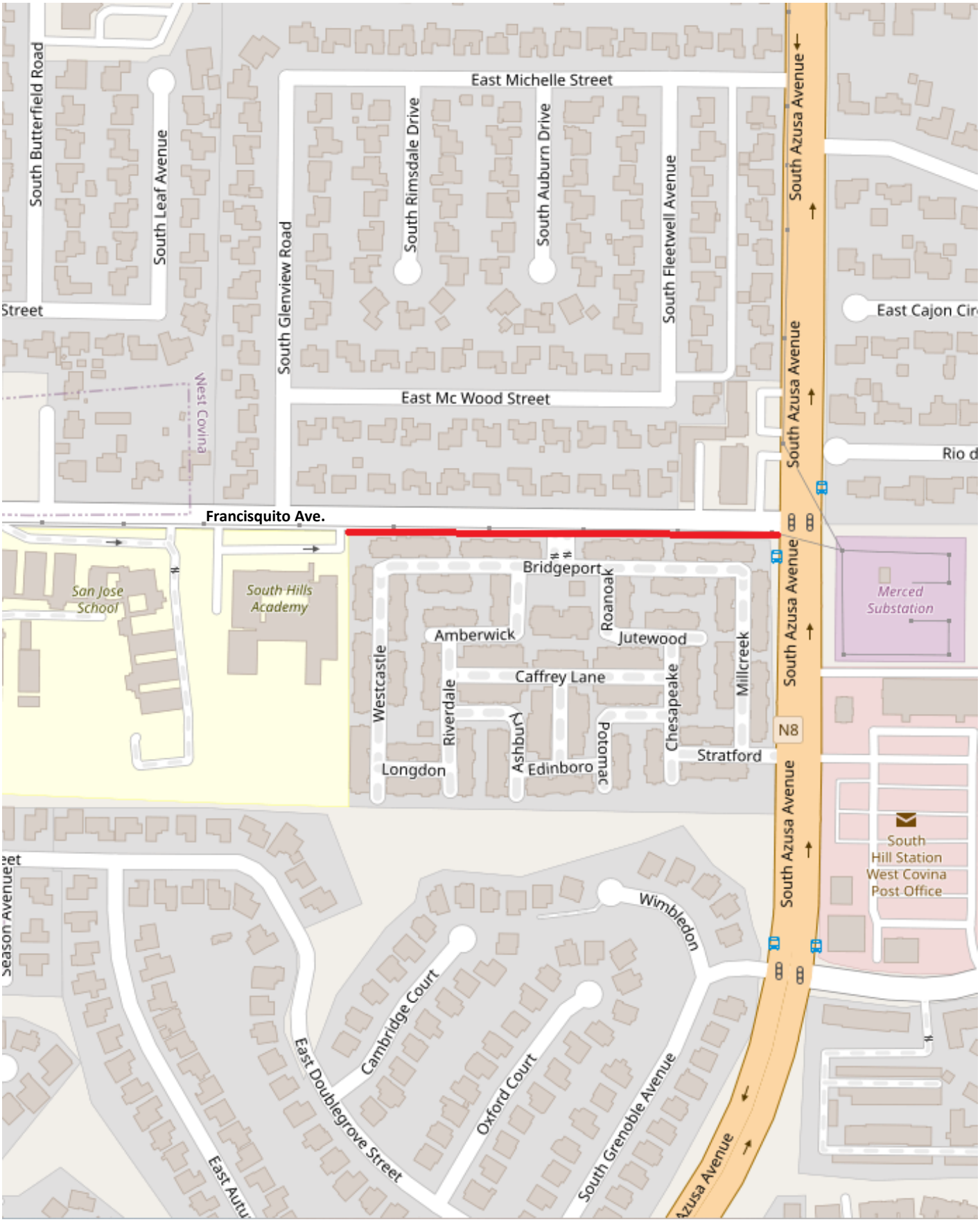
Thursday Route

Friday 10 AM – 2 PM



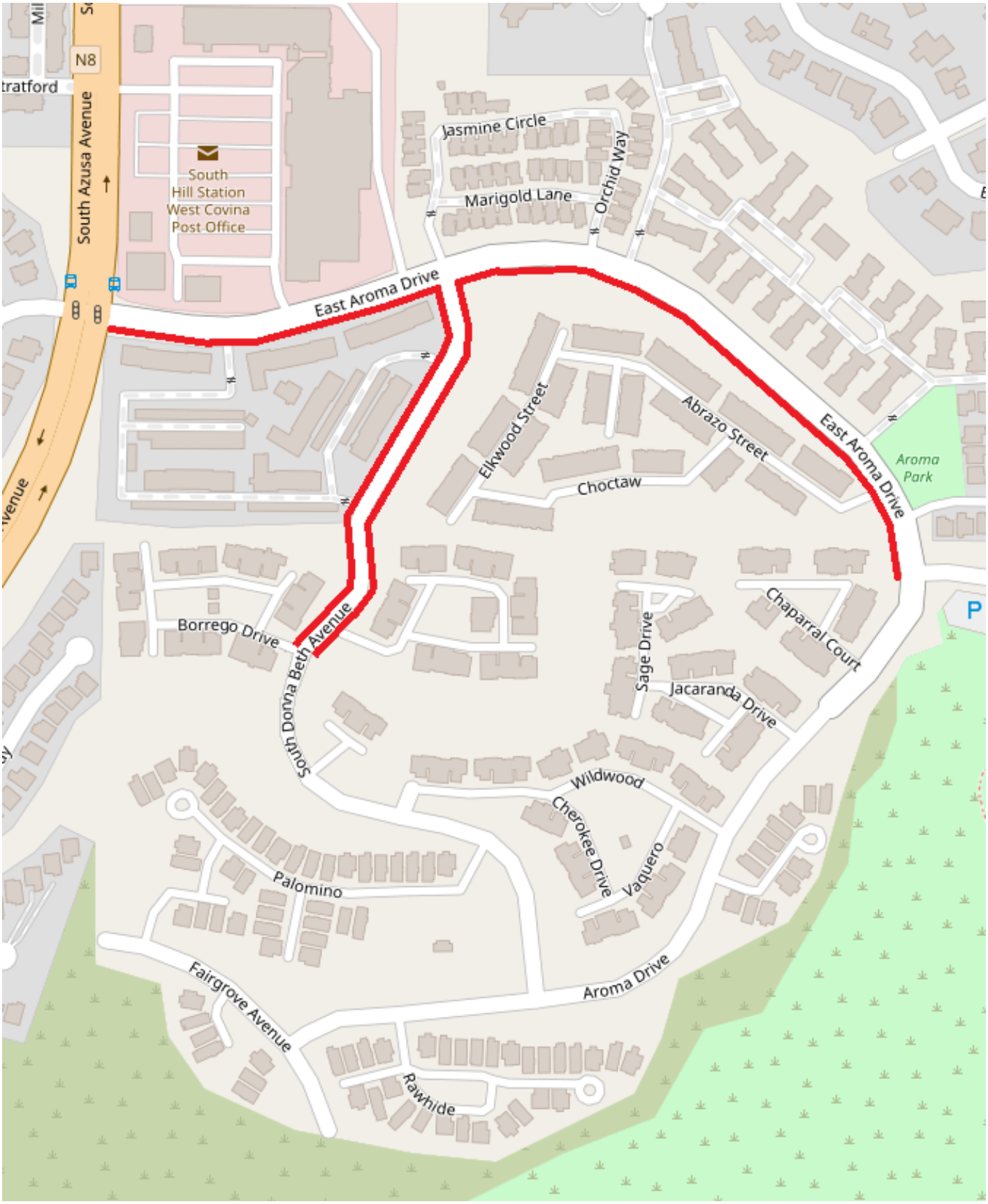
Thursday Route

Friday 10 AM – 2 PM



Thursday Route

Friday 10 AM – 2 PM



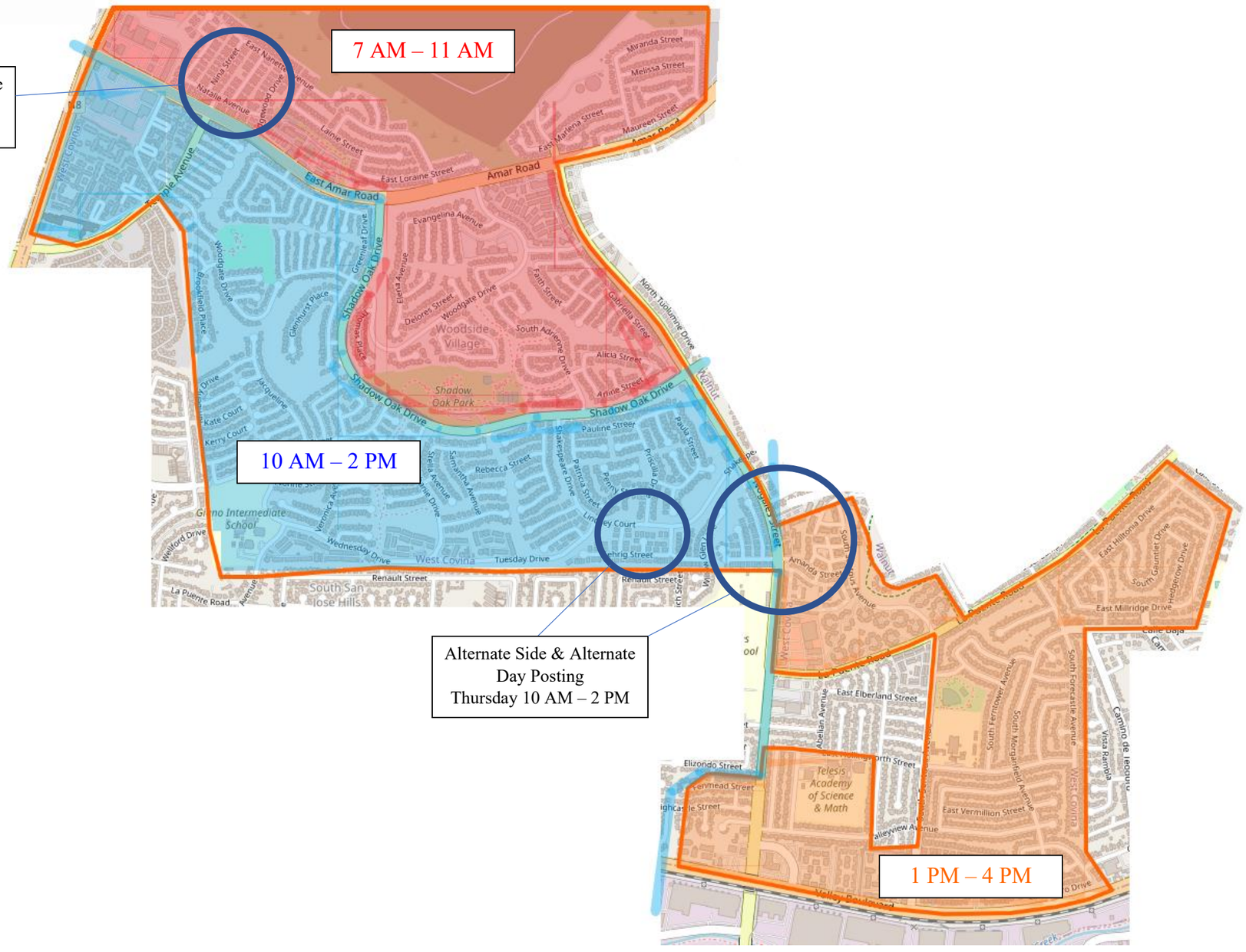
Thursday Route

Friday 10 AM – 2 PM

City of West Covina

Nationwide Environmental Services®
Division of Joe's Sweeping, Inc.





Friday

Posting Division

Route Boundary

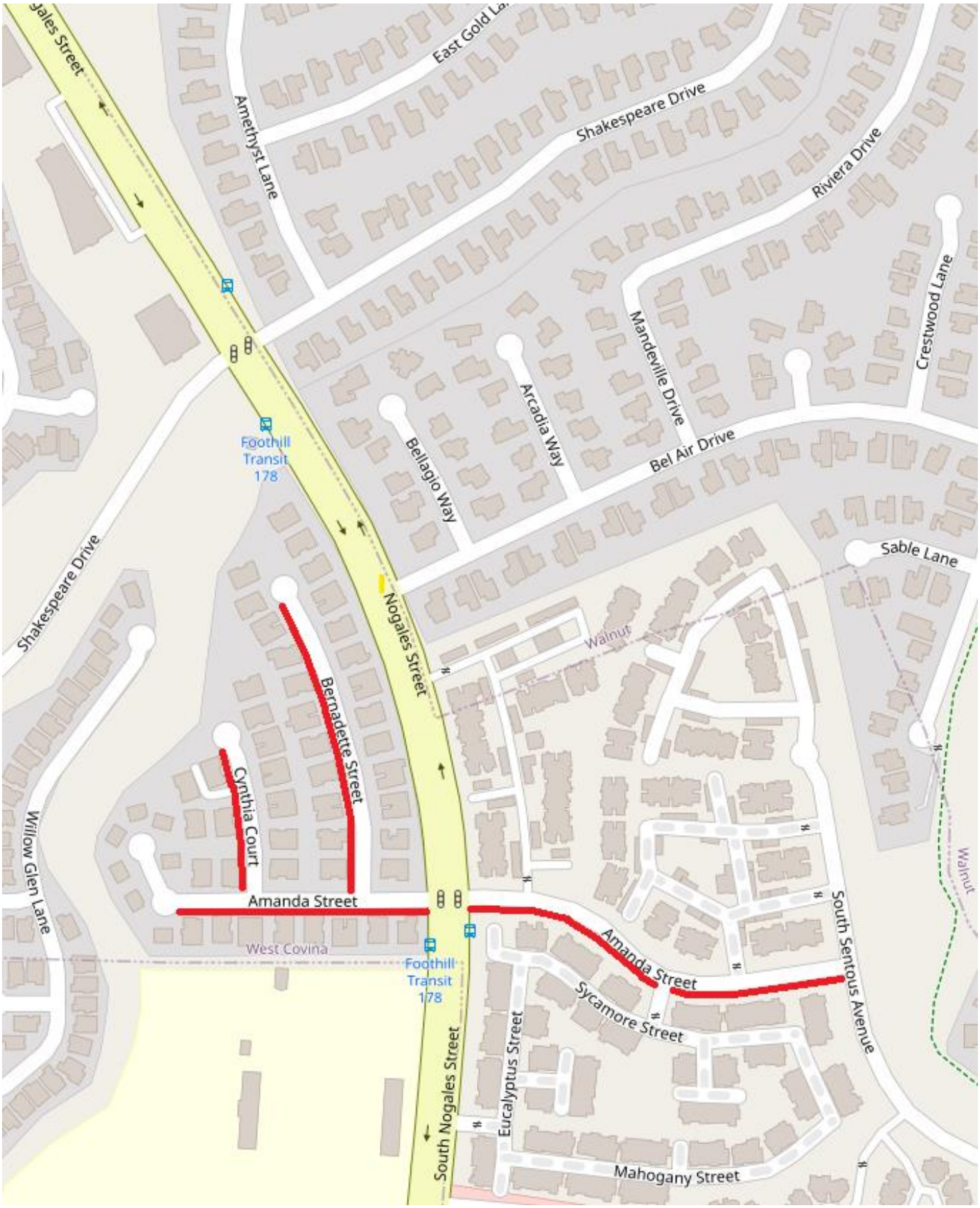
Proposed **Weekly** Sweeping Route Map

Prepared by N.E.S.



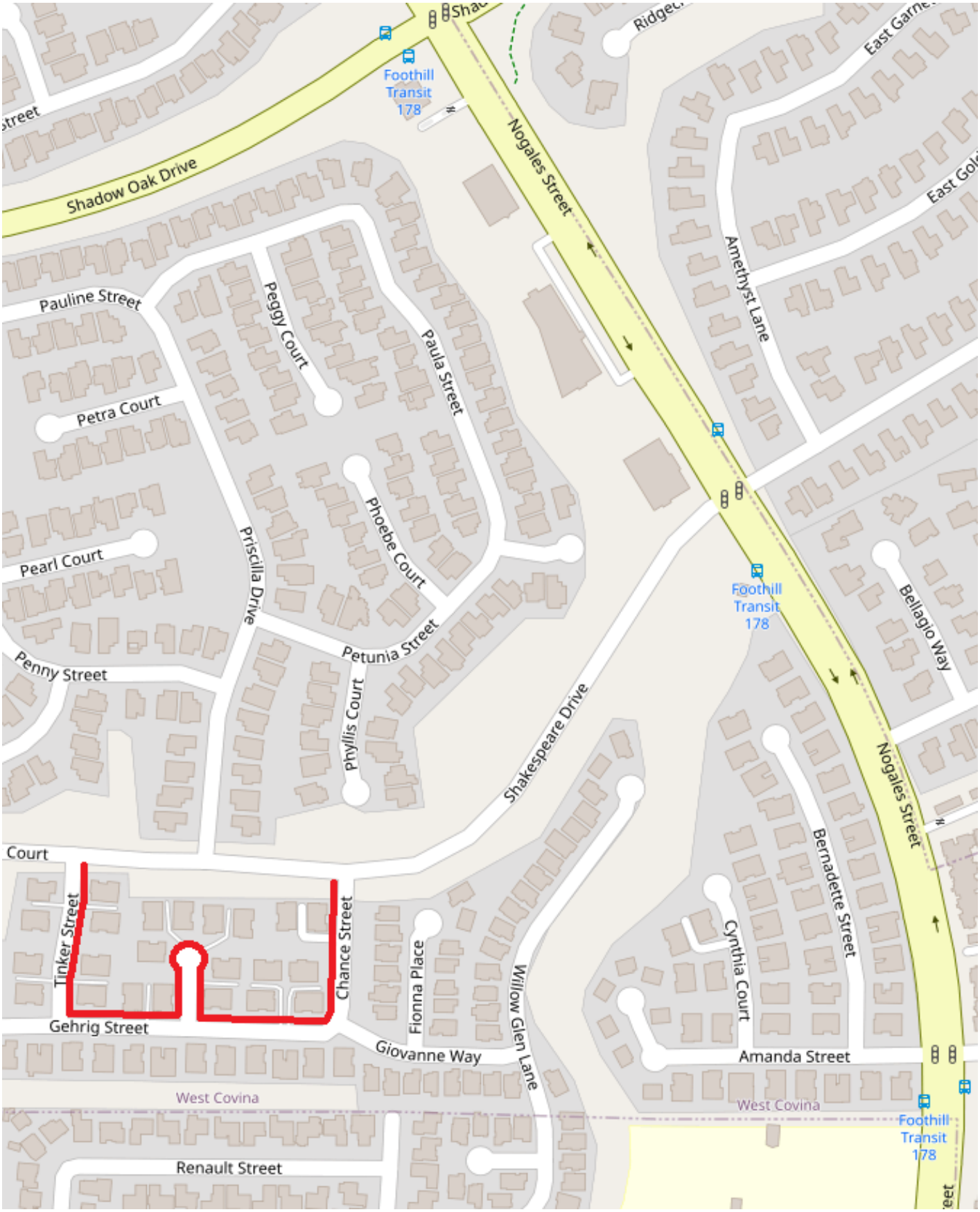
Friday Route

Thursday 10 AM – 2 PM



Friday Route

Thursday 10 AM – 2 PM



Friday Route

Thursday 10 AM – 2 PM

ATTACHMENT NO. 2

RESOLUTION NO. 2025-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2024 AND ENDING JUNE 30, 2025 (SERVICE CONTRACTS)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on May 7, 2024, the City Manager presented to the City Council a proposed budget for Fiscal Year 2024-25 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 4, 2024, the City Council adopted a budget for the 2024-25 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2025-21, attached hereto as Exhibit A, for Fiscal Year 2024-25.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-68 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2024-25
Budget Amendment No. 2025-21
Service Contracts

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 224-Measure R			
Revenue	1,997,382		1,997,382
Expenditures	700,000	356,655	1,056,655
Net Change in Fund Balance	**1,297,382**	**356,655**	**940,727**
EXPENDITURE TOTAL INCREASE		**356,655**	

ATTACHMENT NO. 3

RESOLUTION NO. 2025-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (SERVICE CONTRACTS)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the 2025-26 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-04, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-69 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-04
Service Contracts

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 224-Measure R			
Revenue	2,042,282		2,042,282
Expenditures	700,000	635,895	1,335,895
Net Change in Fund Balance	**1,342,282**	**635,895**	**706,387**
EXPENDITURE TOTAL INCREASE		**635,895**	

AGENDA ITEM NO. 3

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING WITH THE LOS ANGELES COUNTY METROPOLITAN TRANSPORTATION AUTHORITY (LACMTA) FOR COLLECTING AND REPORTING DATA FOR THE NATIONAL TRANSIT DATABASE**

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute the Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) for collecting and reporting data for the National Transit Database (NTD), in substantially the form as attached and in such final form as approved by the City Attorney.

BACKGROUND:

After data reporting was required by Congress in 1974, the Federal Transit Administration's (FTA) NTD was set up to be the repository of data about the financial, operating, and asset conditions of American transit systems. The NTD records the financial, operating, and asset conditions of transit systems, helping to keep track of the industry and provide public information and statistics. The NTD is designed to support local, state and regional planning efforts and help governments and other decision-makers make multi-year comparisons and perform trend analyses. It contains a wealth of information such as agency funding sources, inventories of vehicles and maintenance facilities, safety event reports, measures of transit service provided and consumed, and data on transit employees.

FTA uses NTD data to apportion funding to urbanized and rural areas in the United States. Transit agencies report data on a number of key metrics including Vehicle Revenue Miles (VRM), Vehicle Revenue Hours (VRH), Passenger Miles Traveled (PMT), Unlinked Passenger Trips (UPT), and Operating Expenses (OE).

On November 14, 1980, the voters of the County of Los Angeles approved Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes. At its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data. Annually, data collected by the City's transit contractor is reported by staff to the NTD.

DISCUSSION:

At its June 27, 2024 Board meeting, LACMTA approved the Fiscal Year (FY) 2024-25 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2022-23. Based on its participation in the program, West Covina may invoice LACMTA in the amount of $127,978 in Proposition A Incentive funds. These Proposition A Incentive funds are separate from the Proposition A funds that are used for the annual Fund Exchange.

This amount is determined by the amount of Vehicle Revenue Miles and the FTA Unit Rate of $0.686483228324693. Vehicle Revenue Miles are the miles a vehicle travels while in revenue service. This excludes travel to and from storage facilities, training operators prior to revenue service, road tests and deadhead travel, as well as school bus and charter services. In 2022-23, the City reported 141,973 revenue miles for the fixed route and 44,452 revenue miles for the Dial-A-Ride.

Except for Fund Exchange, Proposition A Incentive funds may be used for all other regular Proposition A-eligible transportation activities.

LEGAL REVIEW:

The City Attorney's Office has reviewed the agreement and approved it as to form and will approve the final form of the agreement prior to execution.

Prepared by: Kelly McDonald, Assistant to the City Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Once the memorandum of understanding is executed, the City may invoice for payment in the amount of $127,978. The funds will be deposited in Fund 120 - Proposition A Discretionary.

Attachments

Attachment No. 1 - MOU with LACMTA - Prop A Incentive NTD Voluntary FY 2025

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

MOUPAIWECO25000

PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2023

This Memorandum of Understanding (MOU) is entered into as of June 1, 2025 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of West Covina (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 27, 2024 meeting, LACMTA approved the Fiscal Year FY 2024-25 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2022-23; and

WHEREAS, the City has voluntarily submitted their FY2022-23 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2022-23 Report Year (the "Project"); and

WHEREAS, on May 5, 2025, the Federal Transit Administration (FTA) published in the Federal Register the FY 2024-25 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

1.0 This Memorandum of Understanding ("MOU") will be in effect from **June 1, 2025**, through **June 30, 2028** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

2.0 To receive payment for the submittal of the FY 2022-23 NTD statistics, the City warrants that it:

A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;

B. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the NTD on or before **October 31, 2023**;

C. Prepared and submitted the FY 2022-23 ANNUAL NTD REPORT of the City's fixed-route and/or demand response transit service to the LACMTA on or before **February 15, 2024**;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

3.0 LACMTA shall pay the City for collecting and reporting FY 2022-23 NTD statistics. LACMTA shall pay the City for submitting the FY 2022-23 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE
For City's motor bus service, LACMTA shall pay an amount equal to the 141,973 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.686483228324693 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE
For City's dial-a-ride service, LACMTA shall pay an amount equal to the 44,452 revenue vehicle miles reported by the City multiplied by the FTA unit value of 0.686483228324693 per revenue vehicle mile. See Attachment A for detail.

3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2028**, in the amount of **$127,978** to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIWECO25000 M.S. Chelsea Meister (99-21-3)

ARTICLE 4. CONDITIONS

4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.

4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.

4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.

4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.

4.4 These expenditures will be subject to **AUDIT** as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.

6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-21-3)
meisterc@metro.net

7.1 City's Address:
West Covina
1444 W. Garvey Ave. South
West Covina,CA 91790
Attn: Kelly McDonald
KMcDonald@westcovina.org

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of West Covina

_____

Mayor/City Manager

Date: _____

Los Angeles County Metropolitan Transportation Authority

By: _____

STEPHANIE WIGGINS
Chief Executive Officer

Date: _____

APPROVED AS TO FORM:

By: _____
Legal Counsel

Date: _____

APPROVED AS TO FORM:

DAWYN R. HARRISON
County Counsel

By: _____
Deputy

Digitally signed by: 4dd8a4b6-a104-429a-9907-9b6d6de7c696
DN: CN = 4dd8a4b6-a104-429a-9907-9b6d6de7c696
Date: 2025.07.17 17:47:48 -08'00'

Date: _____

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '22
Using FY '24 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	Total Passenger Miles	Total Operating Costs	$ from VRM	$ from OPCOST	Total Generated	Total ($)Due to Jursd Before Tier 2 Deduction	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Glendale	MB	870,564	1,065,127	10,532,283	597,627.59	6,185	$ 603,812	603,812	(88,358)	515,454
Pasadena	MB	656,127	1,849,723	7,691,950	450,420.18	25,540	$ 475,960	475,960	(69,649)	406,311
LADOT COMMUNITY DASH	MB	4,105,129	13,087,675	41,375,202	2,818,102	237,696	$ 3,055,798	3,055,798	(447,165)	2,608,633
LADOT DEPARTMENT OF AGING	DR	237,760	292,252	4,242,341	163,218	1,156	$ 164,374	164,374		164,374
Total LADOT		**4,342,889**	**13,379,927**	**45,617,543**	**2,981,320**	**238,852**	**$ 3,220,173**	**$ 3,220,173**	**$ (447,165)**	**$ 2,773,007**
								-		-
Total NTD 5307 Funds		**5,869,580**	**16,294,777**	**63,841,776**	**4,029,368**	**270,577**	**4,299,945**	**4,299,945**	**(605,172)**	7,994,717
								-		

FY25 Revenue Mile Rate	**0.6864832**
FY25 Passenger Mile Rate	**0.0574166**

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY22
Using FY24 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Total Vehicle Revenue Miles	$ from VRM	Tier II Operator Deduction	Total ($)Due to Jurisdiction
Alhambra	MB	158,987	109,141.91		109,142
Alhambra	DR	98,869	67,871.91		67,872
Artesia	DR (DT)	4,712	3,234.71		3,235
Azusa	DR	56,416	38,728.64		38,729
Baldwin Park	MB	183,638	126,064.41		126,064
Baldwin Park	DR	26,715	18,339.40		18,339
Bell	TD	DID NOT REPORT FOR 2023			
Bell	MB	33,271	22,839.98		22,840
Bell	DR	16,347	11,221.94		11,222
Bellflower	MB	71,986	49,417.18		49,417
Bellflower	DR	14,205	9,751.49		9,751
Bell Gardens	MB	98,902	67,894.56		67,895
Bell Gardens	DR	25,856	17,749.71		17,750
Burbank	MB	216,013	148,289.30	(21,700)	126,590
Calabasas	MB	86,082	59,093.85		59,094
Calabasas	DR	3,852	2,644.33		2,644
Carson	MB	28,100	19,290.18		19,290
Carson	TN	DID NOT REPORT FOR 2023			
Carson	DR	71,628	49,171.42		49,171
Cerritos	MB	99,328	68,187.01		68,187
Cerritos	DR	40,026	27,477.18		27,477
Compton	MB	179,908	123,503.82		123,504
Compton	DR	110	75.51		76
Covina	DR	47,348	32,503.61		32,504
Cudahy	MB	33,109	22,728.77		22,729
Cudahy	DR	10,947	7,514.93		7,515
Downey	MB	101,069	69,382.17		69,382
Downey	DR	40,311	27,672.83		27,673
Duarte	MB	DID NOT REPORT FOR 2023			
El Monte	MB	221,914	152,340.24		152,340
El Monte	DR	60,076	41,241.17		41,241
Glendora	MB	40,735	27,963.89		27,964
Glendora	DR	39,545	27,146.98		27,147
Huntington Park	MB	130,598	89,653.34		89,653
Huntington Park	DT	42,309	29,044.42		29,044
LACDPWAvocado	MB	39,286	26,969.18		26,969
LACDPWELA	MB	211,455	145,160.31		145,160
LACDPWELA	DR	39,971	27,439.42		27,439
LACDPWEast Valinda	MB	44,182	30,330.20		30,330
LACDPWKing Medical	MB	33,586	23,056.23		23,056
LACDPWWillowbrook Shuttle	MB	70,091	48,116.30		48,116
LACDPWS.Whittier	MB	183,982	126,300.56		126,301
LACDPWAthens	MB	36,912	25,339.47		25,339
LACDPWLennox	MB	27,669	18,994.30		18,994
LACDPWFloranceFirestone	MB	58,082	39,872.32		39,872
Lakewood	DR	54,228	37,226.61		37,227
Lawndale	MB	DID NOT REPORT FOR 2023			
Lynwood	MB	140,961	96,767.36		96,767
Malibu	DT	2,764	1,897.44		1,897
ManhattanBeach	DR	23,747	16,301.92		16,302
Maywood	MB	32,291	22,167.23		22,167
Maywood	DR	15,175	10,417.38		10,417
MontereyPark	MB	116,534	79,998.64		79,999
MontereyPark	DR	24,919	17,106.48		17,106
Pico Rivera	DR	17,166	11,784.17		11,784
Rosemead	MB	100,780	69,183.78		69,184
Rosemead	DR	38,611	26,505.80		26,506
Santa Fe Springs	DR	14,694	10,087.18		10,087
South Gate	MB	114,106	78,331.86		78,332
South Gate	DT	116,358	79,877.59		79,878
SouthPasadena	DR	27,187	18,663.42		18,663
WestCovina	MB	141,973	97,462.08		97,462
WestCovina	DR	44,452	30,515.55		30,516
West Hollywood	MB	114,998	78,944		78,944
Total		**4,054,074**	**2,783,054**	**(21,700)**	**2,761,354**
FY25 Revenue Mile Rate	**0.68648**				

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PURCHASE AND SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS FOR A PORTION OF DEVELOPMENT SITE (APN 8474-007-940) IN THE CITY OF WEST COVINA**

RECOMMENDATION:

It is recommended that the City Council authorize the Acting City Manager to execute the Purchase and Sale Agreement & Joint Escrow Instructions with Real SAET West Covina, LLC (Project Passion Restaurant Group) for the sale of the property located at the northeast corner of the West Covina Mall on E. Garvey Avenue South.

BACKGROUND:

The City of West Covina owns approximately 21 acres of property at the West Covina Mall, including a 2.35-acre parcel identified as APN 8474-007-940 (the “Development Site”) (Attachment No. 1). The City declared the property surplus under Government Code Section 54221(b) through Resolution No. 2021-93 on September 21, 2021. In compliance with the Surplus Land Act (Government Code Sections 54220-54233), the City issued a notice of availability for the property, seeking proposals for its highest and best use. However, no proposals were received.

The Development Site is comprised of surface parking stalls and a canopy sign on the northeastern section of the mall property. In addition, the Development Site is subject to a Construction Operating and Reciprocal Easement Agreement (COREA).

The COREA was executed on December 24, 1973, first amended on December 16, 1976, secondly amended on June 21, 1990, and thirdly amended on October 15, 1993. Under Section 9.3 of the COREA, “The parking ratio for the Shopping center shall at all times comply with the applicable requirements of any governmental agency having jurisdiction over the Shopping Center and, subject to Section 15.4 hereof, there shall be provided and available within the Automobile Parking Area in the Shopping center not less than 4.72 automobile parking spaces for each 1,000 square feet of Initial Planned Floor Area in the Shopping Center.” Additionally, under Section 9.5, “No Party shall use or permit the use of the Automobile Parking Area for any purpose other than parking and passage of pedestrians and motor vehicles unless specifically provided otherwise in this REA.”

DISCUSSION:

As previously noted, in accordance with the Surplus Land Act, the City issued a Notice of Availability for the property, inviting purchase proposals. However, no responses were received.

Subsequently, the City of West Covina received multiple unsolicited offers from Project Passion Restaurant Group to acquire a portion of the Development Site. Most recently, an unsolicited offer was submitted on April 4, 2023, proposing to purchase the site for $2 million.

This offer was presented to the City Council during its Closed Session meeting on December 5, 2023. The Council declined the $2 million proposal and directed staff to obtain an independent appraisal of the property.

On December 19, 2023, staff engaged SoCal Appraisal Network to conduct the appraisal of the Plaza Property. The resulting appraisal, dated February 8, 2024, and received on February 9, 2024, valued the Development Site at $3,300,000. The appraisal was presented to the City Council in Closed Session on February 20, 2024. Following this, the Council directed staff to proceed based on the appraised value and communicate the findings to Project Passion Restaurant Group.

After negotiations, the City received a Letter of Intent from Project Passion Restaurant Group offering to purchase the Development Site for $3 million. The City Council accepted this offer during the Closed Session meeting on April 16, 2024. Subsequently, on May 21, 2024, the Council directed staff to move forward with Project Passion Restaurant Group as the preferred developer for the site.

At its August 20, 2024 Closed Session meeting, the City Council authorized staff to initiate formal negotiations and enter into an Exclusive Negotiation Agreement with Project Passion Restaurant Group. On January 21, 2025, the City Council approved the execution of all necessary documents to formalize the Exclusive Negotiation Agreement and begin negotiations on a Purchase and Sale Agreement for the development of a portion of the site as an 8,800-square-foot restaurant. The developer’s conceptual development plan is provided as Attachment No. 2.

City staff and the City Attorney's Office have since negotiated the terms of the proposed Purchase and Sale Agreement with Project Passion Restaurant Group. The Purchase and Sale Agreement are outlined in Attachment No. 3. Key terms include:

1. Purchase Price: $3,000,000
2. Deposit: $150,000
3. Feasibility Period: 240-Days
4. Closing Cost: Shared 50/50%

As part of the Purchase and Sale Agreement, the developer and the City will be required to finalize the subdivision of the parcel and complete all necessary planning entitlements in order to close escrow on the sale.

Additionally, because the Development Site is subject to the Conditions of Reciprocal Easement Agreement (COREA), which restricts the use of the property for parking purposes, Project Passion Restaurant Group will be required to enter into the COREA agreement.

LEGAL REVIEW:

The City Attorney's Office has reviewed and approved the Purchase and Sale Agreement as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative directions.

Prepared by: Gerardo Rojas, Acting Economic Development & Housing Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Upon execution of the Purchase and Sale Agreement, the Developer will be required to submit an earnest money deposit of one hundred fifty thousand dollars ($150,000.00) to the City. This deposit is intended to cover the City's actual third-party, out-of-pocket legal and related expenses necessary to complete the sale of the Development Site. If the transaction proceeds to closing, the City will receive $3 million from the property sale.

All predevelopment costs—including legal fees, permitting, demolition, and construction expenses—will be the sole responsibility of the Developer, making this a turn-key sale for the City. Following the completion of the land transaction, the City will begin receiving property tax revenue from the site. Upon completion and operation of the restaurant by Project Passion Restaurant Group, the City will also receive ongoing sales tax revenue generated by the establishment.

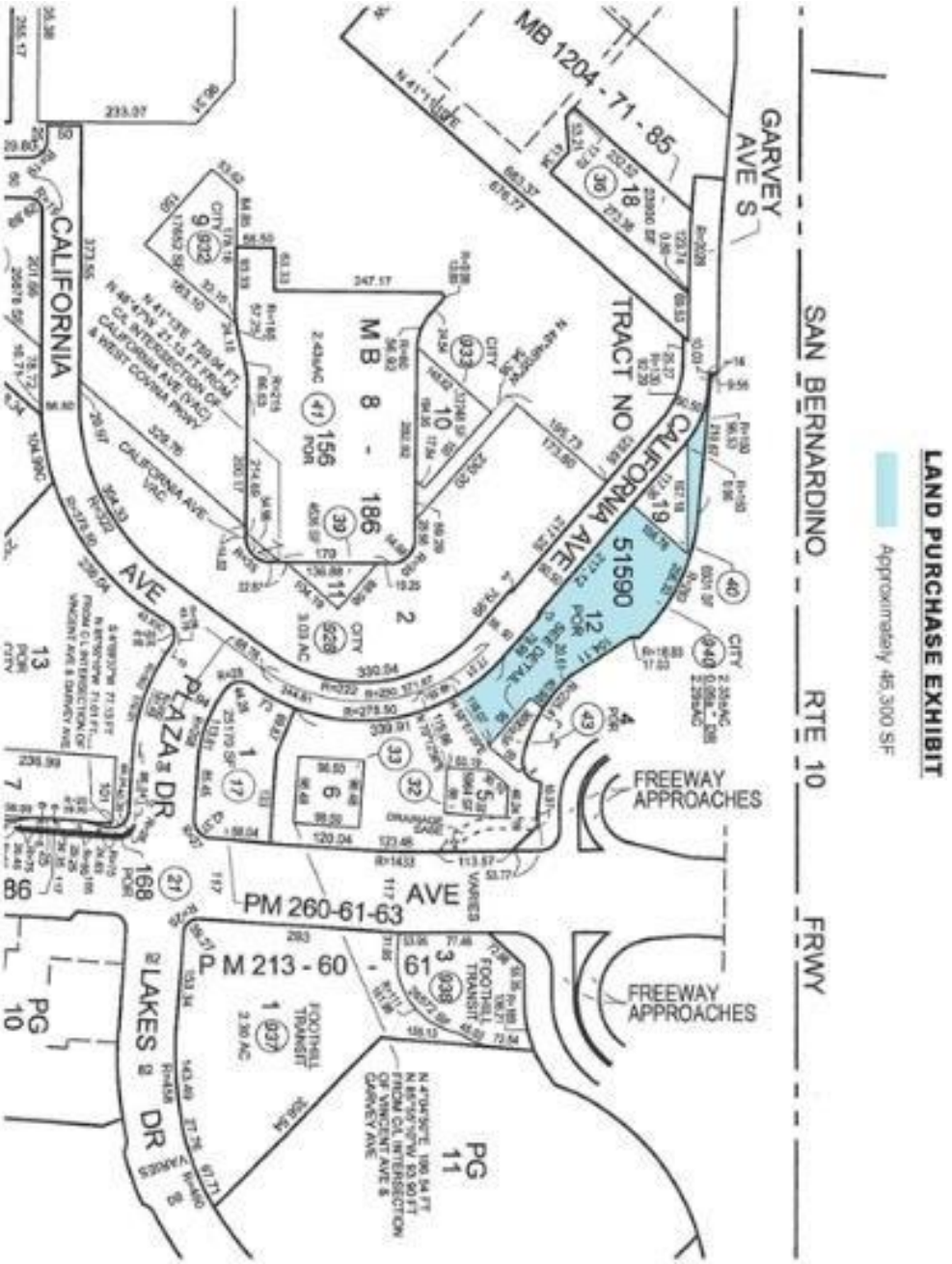
Attachments

Attachment No. 1 - City Owned Parcels Aerial
Attachment No. 2 - Project Development Proposed Site
Attachment No. 3 - PSA Executed by Buyer

CITY COUNCIL GOALS & OBJECTIVES: Expand Economic Development Opportunities

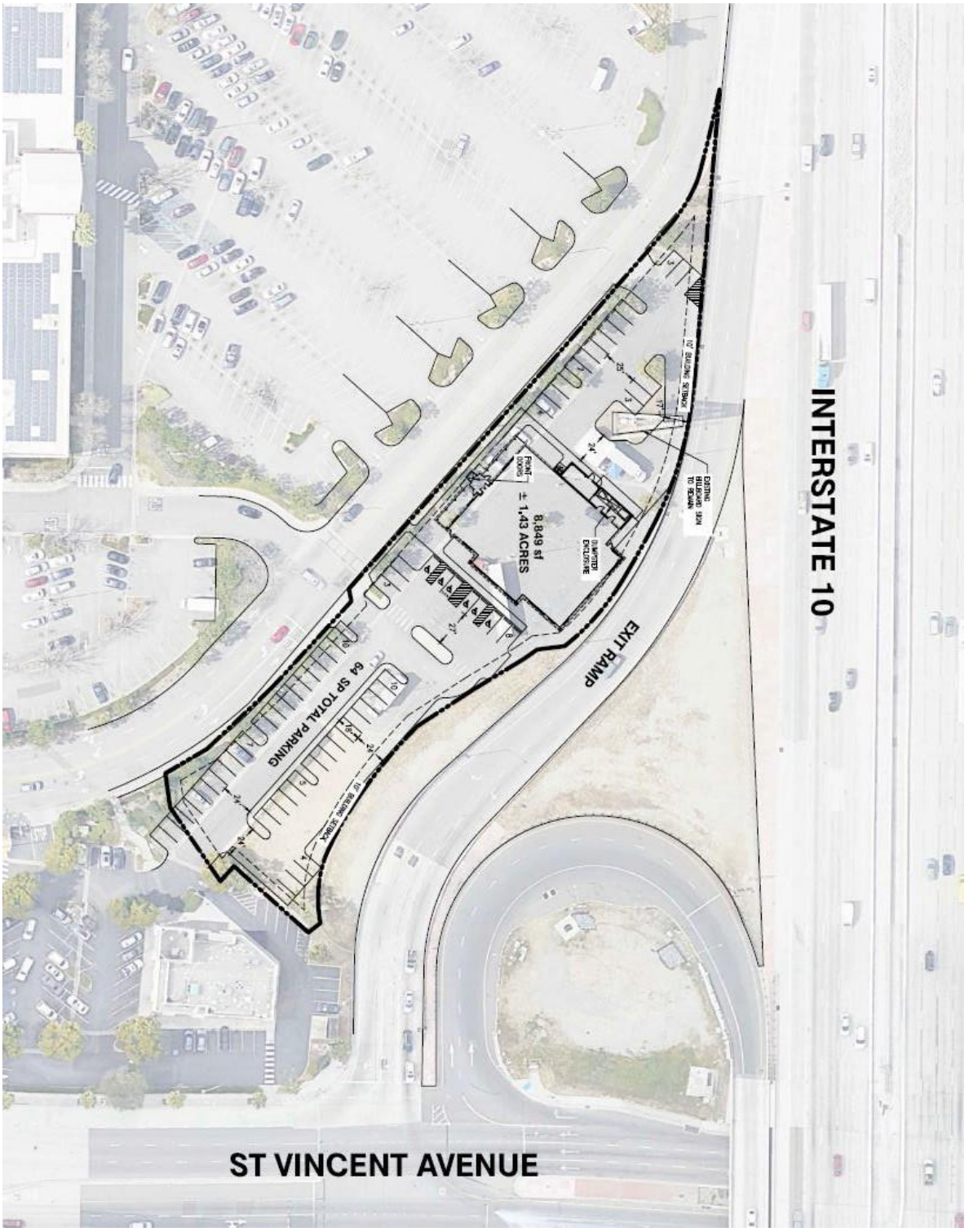
ATTACHMENT NO. 1

DEVELOPMENT SITE MAP



ATTACHMENT NO. 2

Conceptual Site Development Plans



PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

This Real Property Purchase Agreement and Joint Escrow Instructions (this "**Agreement**"), dated as of _____ __, 2025, is between City of West Covina, a municipal corporation ("**Seller**"), and Real SAET West Covina, LLC, a California limited liability company ("**Buyer**") and is entered into with reference to the following facts:

RECITALS

A. Seller owns the Property defined in Section 1.

B. Subject to the terms and conditions of this Agreement, Buyer is interested in acquiring the Property for purposes of constructing a full-service sit down Texas Roadhouse concept restaurant ("Restaurant") with an indoor and outdoor eating area, thereon and Seller is interested in selling the Property to Buyer, for the purpose of Buyer constructing the Restaurant thereon, subject to the City of West Covina's concept approval.

AGREEMENT

THEREFORE, the parties agree as follows:

1. Sale of the Property.

Subject to the terms and conditions of this Agreement and the CC&Rs (as defined below), Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, the following:

(a) A portion of the land located in West Covina, California, at the northeast corner of the West Covina Mall on E. Garvey Avenue, with APN 8474-007-940 to be legally described on **Exhibit "A"** upon completion of the Survey (as defined below) and shown as a portion of Parcel 940 of the "Land Purchase Exhibit" on **Exhibit "B"** attached hereto, together with all right, title and interest of Seller in and to all benefits, privileges, easements, tenements, hereditaments and appurtenances appertaining thereto, and together with all right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way (the "Real Estate");

(b) All structures, buildings, improvements and fixtures located on the Real Estate (collectively, the "Improvements"), if any;

(c) To the extent assignable, all intangible property owned by Seller and

used in connection with the Real Estate and the Improvements (collectively, the "Intangible Property"), including specifically, without limitation, all right, title and interest of Seller in the following: (i) all plans and specifications, if any, in the possession of Seller pertaining to the construction of any Improvements; (ii) all licenses, permits, approvals, consents, variances and waivers from any governmental or quasi-governmental agency, department, board, commission, bureau or other entity now in effect with respect to the Real Estate, the Improvements; and (iii) all warranties and guaranties, if any, assignable by Seller and issued to Seller in connection with the Improvements; and

(d) Seller's interest, if any, in all of the oil, gas, and other minerals in and under and that may be produced from the Real Estate (the "Mineral Rights"). The Real Estate, the Improvements, the Intangible Property and the Mineral Rights are herein called the "Land".

2. Opening of Escrow.

When an original or counterpart copy of this Agreement has been fully executed and delivered to each party (the date of such occurrence being referred to herein as the "**Effective Date**"), and the initial earnest money Deposit (defined in Section 3.2.1), are delivered to Chicago Title, (Attn. Mark Brady, Mark.Brady@ctt.com, 858-342-4868 (in such capacity ("**Escrow Holder**"), Escrow shall be deemed opened ("**Opening of Escrow**"). Escrow Holder shall immediately notify Buyer, Seller and their attorneys, in writing, of the date of Opening of Escrow. Opening of Escrow shall occur no later than ten (10) business days following the execution by both parties of this Agreement. If Opening of Escrow does not occur for any reason within this ten (10) business day period, then this Agreement shall automatically terminate.

3. Purchase Price.

3.1. Amount of the Purchase Price. The purchase price for the Property shall be equal to Three Million and 00/100 Dollars ($3,000,000,000) (the "**Purchase Price**").

3.2. Payment of Purchase Price. The Purchase Price shall be paid as follows:

321. Earnest Money Deposit. Within five (5) business days following the Effective Date, Buyer shall deliver to Escrow Holder, in immediately available funds, a deposit of One Hundred Fifty Thousand and 00/100 Dollars ($150,000.00) (the "Refundable **Deposit**"). Escrow Holder shall place the Refundable

Deposit in a non-interest-bearing account. The Refundable Deposit shall be retained by Escrow Holder and credited to the Purchase Price if Escrow closes pursuant to the terms of this Agreement.

322. Notwithstanding anything in this Agreement to the contrary, One Hundred and No/100ths Dollars ($100.00) of the Refundable Deposit is delivered to the Escrow Holder for delivery to Seller as non-refundable "**Independent Contract Consideration**", and the Deposit is hereby reduced by and shall no longer include the amount of the Independent Contract Consideration so delivered to Seller, which amount has been bargained for and agreed to as consideration for Seller's execution and delivery of this Agreement and for the rights and privileges granted to Buyer herein, including any and all rights granted to Buyer to terminate this Agreement during certain periods hereunder.

323. Nonrefundable Deposit. Within five (5) business days following the Effective Date, Buyer shall deliver to Escrow Holder, in immediately available funds, a deposit of Fifty Thousand and 00/100 Dollars ($50,000.00) (the "Nonrefundable Deposit"). Escrow Holder shall place the Nonrefundable Deposit in a non-interest-bearing account. The Nonrefundable Deposit shall be retained by Escrow Holder until such time Seller has completed and approved a Final Parcel Map to create Buyer's legal parcel or upon termination of this Agreement, whichever occurs soonest, at which time such portion of the Nonrefundable Deposit as is necessary to reimburse Seller for all third party out-of-pocket costs incurred by Seller in connection with the Final Parcel Map and preparation of the Agreement shall be released to Seller and the remaining balance shall become part of the Refundable Deposit for all purposes. The entire Nonrefundable Deposit shall be credited to the Purchase Price if Escrow closes pursuant to the terms of this Agreement.

324. Except as provided in Section 4.4, at the expiration of the Feasibility Period (defined in Section 4.3.1), unless Buyer has then terminated Escrow as permitted under Sections 4.2.3 or 4.3.2 of this Agreement, the Deposits shall be applied to the Purchase Price but become non-refundable under all circumstances other than, subject to Section 12.28, a termination of this Agreement as a result of (i) a material default by Seller of its obligations and covenants under this Agreement entitling Buyer to terminate this Agreement as expressly set forth herein ("**Seller's Breach**") or (ii) provided Buyer is not in default under this Agreement, non-satisfaction of the remaining conditions to Buyer's obligation to purchase the Property set forth in Section 4 below.

325. Buyer shall deliver to Escrow Holder, in immediately

available funds, the remainder of the Purchase Price as set forth in Section 6.2 below.

4. Conditions Precedent to Buyer's Purchase.

Buyer's obligation to purchase the Property is subject to the satisfaction or waiver of all the conditions set forth below within the applicable time periods specified. If any of these conditions are not satisfied within the applicable time period, then, except as otherwise specifically provided in Sections 4.2, 4.3 and 4.4, and subject to Section 12.28, below, Buyer's sole remedy shall be either to immediately terminate Escrow as set forth below and receive a refund of the Deposit or to waive in writing those conditions which have not been satisfied.

4.1. Issuance of Title Policy. Chicago Title ("**Title Company**") shall be in a position to issue the Title Policy upon Close of Escrow as described in Section 6.1.

4.2. Approval of Title.

4.2.1. Within ten (10) business days after the Opening of Escrow, Seller shall cause Escrow Holder to deliver to Buyer a current title commitment covering the Property and showing the state of title to the Land, together with legible copies of all documents shown as exceptions in the preliminary title reports (collectively, the "**Title Report**"). Within thirty (30) days after receiving the Title Report (the "**Title Review Period**"), Buyer may disapprove the Title Report by written notice to Escrow Holder and Seller (the "**Notice of Defect**") specifying the matters shown in the Title Report, if any, which are disapproved by Buyer ("**Disapproved Exception(s)**"). Any exception which is not a Disapproved Exception shall be deemed a "**Permitted Exception**." Any Notice of Defect shall be presumed received so long as it was sent in conformance with Section 12.3 of this Agreement. If Seller and Escrow Holder have not received the Notice of Defect from Buyer on or before 2 o'clock pm (Pacific Standard time) on the last day of the Title Review Period, then Buyer shall be deemed to have accepted all exceptions to title disclosed on the Title Report and the title contingency shall be conclusively deemed satisfied in all respects. Buyer shall be responsible for obtaining, within the Title Review Period, a survey required in order to delete the survey exception contained in the Title Report and obtain survey coverage in the Title Policy to be issued at Closing (the "Survey"), and Buyer shall be responsible for the payment of all costs relating to the Survey. The legal description of the Property, including the boundary line separating the Property from the remainder of Lot 940 shall be subject to the approval of Seller, such approval not to be unreasonably withheld. Upon approval of the Survey, Seller shall be responsible for obtaining approval and recordation of any required lot split, replat or other documentation

necessary to establish the Property as a separate, standalone tax parcel based on the legal description set forth in the Survey.

4.2.2. Provided Buyer shall have timely and properly delivered Buyer's Notice of Defect, Seller, within ten (10) business days after receiving the Notice of Defect, may deliver to Buyer a notice stating whether or not Seller will use its reasonable efforts to cure the Disapproved Exception(s) on or before Close of Escrow.

4.2.3. If (i) Seller notifies Buyer in writing, as provided above, and then fails to cure that Disapproved Exception as of Closing, or (ii) if Seller fails to give a timely notice that it intends to cure a Disapproved Exception, then Buyer, as its only remedy for Seller having failed to cure the Disapproved Exception as of Closing or having elected not to agree to attempt to cure the Disapproved Exception(s), as applicable, may elect either (i) to waive the Disapproved Exception in writing and proceed to close Escrow, or (ii) to terminate this Agreement in accordance with Section 4.3.2 and receive a refund of the Deposit.

4.2.4. Seller's "**reasonable efforts**," as used in Section 4.2.2, shall not include any obligation of Seller to incur any liability, to spend any money or to file a lawsuit or maintain any legal action to correct or eliminate any exceptions to title; provided, however, notwithstanding anything to the contrary set forth in this Agreement, and whether or not the same is referenced in a Notice of Defect from Buyer, Seller shall be obligated, as of the Closing Date, and at Seller's sole cost and expense, to satisfy any monetary liens of record (e.g., mechanic's lien and any mortgage or deed of trust recorded against the Land) arising by, through or under Seller. The issuance of a title policy endorsement by Title Company on or before Close of Escrow with respect to any Disapproved Exception(s) shall be conclusively deemed to cure the Disapproved Exception(s).

4.2.5. Once title has been approved by Buyer under this Section 4, any new title information received by Seller from a supplemental commitment, survey, or other source that would materially and adversely affect Buyer's use of the Property (collectively, "**New Title Matter**") shall be subject to the same procedure provided above (and the Closing Date shall be extended commensurately if the Closing would have occurred but for those procedures being implemented for a New Title Matter), except that the 30-day period in Section 4.2.1 shall be reduced to ten (10) business days after Buyer has received written notice of the New Title Matter.

4.3. Confirmation of Feasibility.

4.3.1. Buyer shall have from the Effective Date until two hundred forty (240) days following the Effective Date (the "**Feasibility Period**") to approve in Buyer's sole judgment and at the Buyer's sole expense the physical condition of the Land and whether Buyer can feasibly use the Property in accordance with Buyer's plans and all other matters relating to the Property or Buyer's proposed use of the Property, other than title matters set forth in Section 4.2. The Feasibility Period is for the benefit of, and may be waived solely by, Buyer. To assist Buyer's feasibility study, Seller shall, no later than fifteen (15) business days after the Opening of Escrow, make available to the Buyer for inspection and copying, at Buyer's sole cost (in terms of copy costs, if any), through digital delivery, in a virtual due diligence room or as the parties may otherwise agree, copies of the following documents to the extent they are in Seller's possession (which may not be any) (collectively, the Buyer "**Property Documents**"): (i) existing surveys in original electronic and CAD format (including legal descriptions); (ii) soil reports; (iii) all geotechnical studies and report; (iv) Civil engineering studies, plans and test reports/results in CAD and PDF format; (v) any information regarding the environmental condition of the Property, including environmental studies; (vi) any reports or documents prepared by third parties with respect to the physical condition or entitlement of the Property; (vii) copies of any civil engineering drawings, licenses or permits prepared or issued in connection with the Property; (viii) information relating to the rental, license, lease, easement, or any other document granting to any party(ies) a right of possession or use of the Property or any portion thereof; (ix) contact information for the property owner for Parcel 40; (x) contact information for the property owner for Parcel 43; (xi) any documents relating to the location of prior utility services, including but not limited to the domestic water, fire water, sanitary sewer, storm sewer, electrical, gas, internet, and telephone services previous run on through Parcel 940 to the prior operating business; and (xii) documentation of recorded parcel when returned to Seller by the State of California, provided, however, that Property Documents shall not include Seller's confidential proformas, projections, internal accounting and internal financial information and appraisals, all of which may be excluded from such delivery.

4.3.2. Buyer shall have until the expiration of the Feasibility Period to determine, in Buyer's sole discretion, the suitability of the Property for acquisition by Buyer. Buyer's efforts during the Feasibility Period will include but are not limited to seeking (i) all necessary approvals from the Developer and any other necessary parties under the COREA (as defined in Section 4.8) or other applicable documents to allow Buyer to build and operate a Texas Roadhouse in accordance with Buyer's plans and specifications, (ii) any necessary amendment to the COREA establishing the Land as an approved Building Site with adequate allowable Floor

Area, (iii) confirmation that the Land benefits from the Easements (including parking and access) established in the COREA; (iv) confirmation that the Owner Participation Agreement dated June 26, 1989 entered into by and between the Redevelopment Agency for the City of West Covina and Plaza West Covina, LLC (as amended, the "**OPA**") does not assess any charges or fees against the Land; (v) approvals from any other third parties that may have rights of approval, (vi) approval by the land owners of Parcel 40 (also known as Lot 19) and Parcel 43 to allow for the redevelopment of such Parcels in accordance with Buyer's site plan and a permanent right to use such Parcels for access and parking, (vii) approval by the Developer and any other necessary parties under the COREA to allow a protected parking area as generally shown in green on **Exhibit "B"** (the "Protected Parking Area") that cannot be redeveloped or used for any purpose other than parking and access drives, (viii) approval from all necessary departments within the City of West Covina for Buyer's Conceptual Grading, Drainage, Landscape, Site Plan, Floor Plan, Elevations, Finishes, and Signage; and (ix) preliminary approval of the Conditional Use Permit for service of full liquor, Type 47 license to be issued by the California ABC. Buyer shall have the right to terminate this Agreement pursuant to this Section 4.3.2 and Section 4.3.3 if it is unable to secure any approval or preliminary approval it deems necessary by giving written notice to Seller prior to the expiration of the Feasibility Period.

4.3.3. Buyer shall have unconditional right, for any reason or no reason whatsoever, to terminate this Agreement upon written notice to Seller delivered at any time prior to 2:00 p.m. Pacific Time on the date of expiration of the Feasibility Period. If Buyer fails to deliver written notice of its election to proceed with the transaction or to terminate this Agreement prior to the expiration of the Feasibility Period, then such failure shall be deemed Buyer's election to terminate this Agreement. If Buyer so elects (or is deemed to have so elected) to terminate this Agreement pursuant to Section 4.3.2 or this Section 4.3.3, Escrow Holder shall return the Deposit to Buyer without the need for Seller's approval or signature and the Property Documents shall be returned to Seller (or destroyed by Buyer), whereupon, except for those provisions of this Agreement which, by their express terms survive the termination of this Agreement, no party hereto shall have any other or further rights or obligations under this Agreement. If Buyer, by written notice provided by the end of the Feasibility Period, elects to proceed with the transaction contemplated by this Agreement, then Buyer shall have no further right to terminate this Agreement pursuant to this Section 4.3.3. Notwithstanding anything to the contrary contained in this Agreement, notices to terminate this Agreement prior to the expiration of the Due Diligence Period may be given by Buyer as provided in this Agreement or by Buyer or Buyer's attorney by email to Seller and Seller's attorney.

4.3.4 At reasonable times, and so long as Buyer does not unreasonably disrupt Seller's current operations, and subject to the terms and conditions set forth in this Section 4.3.4 and in Section 4.3.5 below, and the matters set forth in the Title Report, Seller shall provide a limited license to Buyer and its representative, agents, and contractors to enter upon the Property, at Buyer's own cost and expense, in connection with Buyer's proposed purchase of the Property, including, without limitation, the right to conduct the studies and inspections referred to in Section 4.3.1. Buyer, its representatives, agents and contractors shall (i) provide Seller with not less than 48 hours prior written notice, (ii) perform all work permitted under this paragraph in a diligent, expeditious and safe manner, (iii) not allow any dangerous or hazardous condition caused by Buyer to continue beyond the completion of the work permitted under this paragraph, (iv) comply with all applicable laws and governmental regulations, and (v) keep the Property free and clear of all mechanics' and materialmen's liens or other liens arising out of the entry and work performed under this paragraph by Buyer, its representatives, agents and contractors. Buyer shall be permitted to undertake reasonable invasive testing including, without limitation, soil borings, potholing to determine utility depths and Phase II environmental testing if recommended by any Phase I. After any entry, Buyer shall immediately repair any damage to the Land caused by Buyer to the same condition as before Buyer entered the Land. Buyer shall indemnify, hold harmless and defend Seller and the Property from and against any and all claims, damages and liability, of any nature whatsoever, arising out of or in any manner related to the acts, errors or omissions of Buyer, its representatives, agents or contractors, in the exercise of Buyer's rights set forth in this Section 4.3.4; provided, however, the foregoing indemnity and repair obligations shall not extend to, and Seller hereby releases Buyer from liability for, any claims, damages or other liability resulting from or related to any existing environmental contamination with respect to the Property, or any other deficiencies in the Property, that is merely discovered by Buyer or its agents or representatives, as a result of its investigations. This limited license shall be deemed revoked upon termination of this Agreement. Notwithstanding anything to the contrary set forth herein, in the event a Phase I recommends a Phase II and Buyer orders the Phase II, the Feasibility Period shall all automatically be extended as necessary to the date that is ten (10) business days after Buyer's receipt of the Phase II.

4.3.5 Buyer agrees to require any contractor or subcontractor who will be entering the Property to maintain worker's compensation and commercial general liability insurance policies to cover its activities on the Property. At least two (2) days before entering on the Property, Buyer shall deliver to Seller a certificate of insurance evidencing insurance coverage in compliance with the terms of this paragraph. The insurance required under this Section shall include a commercial general liability

insurance policy having a combined liability limit of at least Two Million and 00/100 Dollars ($2,000,000) and property damage limits of at least One Million and 00/100 Dollars ($1,000,000). The insurance policy shall be primary and noncontributing with any insurance which may be carried by Seller, and shall name Seller as an additional insured pursuant to ISO CG 20 10 11 85 (or its equivalent form) endorsement (and such insurance shall provide for waiver of subrogation as to all additional insureds). The insurance policy shall also provide that it may not be canceled or modified without at least thirty (30) days prior written notice to Seller.

4.4. Entitlements

4.4.1. From and after the expiration of the Feasibility Period, at its sole expense, Buyer covenants and agrees that Buyer will apply for and diligently seek to obtain the necessary permits and approvals from all applicable governmental authorities to construct the Texas Roadhouse restaurant in accordance with Buyer's plans and specifications for the Project (collectively, the "**Entitlement Approvals**"). Seller will reasonably cooperate with Buyer to the extent necessary to allow Buyer to obtain the Entitlement Approvals, at no cost or liability to Seller, such cooperation including executing applications that are required to be signed by the fee owner of the Land. Buyer shall provide Seller copies of any due diligence documentation and reports related to the planned development within ten (10) days of receipt.

4.4.2. Buyer may terminate this Agreement by delivery of notice thereof to Seller on or prior to the date that is one hundred fifty(150) days after the expiration of the Feasibility Period (the "**Entitlement Period**") if the Entitlement Approvals have not been, or in Buyer's judgment, will not be, received or issued as of such date, whereupon Buyer and Seller shall each be released from all liability hereunder (except for those provisions which recite that they survive termination) and the Deposit shall be refunded to Buyer. No Entitlement Approvals shall be deemed to be received or issued if (A) there exist any unexpired appeal, contest, challenge or review periods for the issuance of such Entitlement Approvals, (B) an appeal, contest, challenge or review has been filed with respect to such Entitlement Approvals and the same has not been resolved on terms satisfactory to Buyer, or (C) such Entitlement Approvals are only available with conditions unacceptable to Buyer in its sole, but reasonable discretion.

4.5. Deposit of Documents.

Seller shall have signed, acknowledged and delivered all documents and instruments to Escrow Holder as required in Section 6.3.

4.6. Validity of Representations and Warranties.

All representations and warranties by Seller in this Agreement shall be materially true on Close of Escrow as if made at that time.

4.7. Performance of Covenants.

Seller shall have timely performed all its covenants under this Agreement, unless excused by reason of Buyer's prior breach of this Agreement.

4.8. Deed Covenants. Seller shall cooperate with Buyer to amend the COREA to satisfy the requirements of Section 4.3.2 (i), (ii) and (iii)) above.

As used herein, the "**COREA**" shall mean that certain Construction Operating and Reciprocal Easement Agreement dated December 24 1973 as Instrument No. 19731224-1676, First Amendment to Construction, Operation and Reciprocal Easement Agreement dated December 16, 1976 as Instrument No. 19761216-5514, Second Amendment to Construction, Operation and Reciprocal Easement Agreement dated June 21, 1990 as Instrument No. 1990-1099047, Third Amendment to and Restatement of Construction, Operation and Reciprocal Easement Agreement dated October 15, 1993 as Instrument No. 1993-2018126, by and among Centermark Properties of West Covina, Inc., Carter Hawley Hale Stores Inc., Bullock's Properties Corp., J.C. Penney Properties, Inc., The May Department Stores Company, and The Redevelopment Agency of the City of West Covina.

4.9. In no event shall escrow close until (i) Buyer confirms the Feasibility Period's expiration or the waiver of same, (ii) Seller has approved and/or Buyer has obtained approval from the City of West Covina for Buyer's preliminary site plan, prototypical exterior building elevations, prototypical signage, and prototypical building finishes and any plans (iii) all necessary parties under the COREA have approved the required Protected Parking Area, (iv) all necessary parties under the COREA have approved of the use and inclusion of the Property within the COREA, including that the Property benefits from all access, parking and other easements granted therein, (v) the City of West Covina has approved the CUP, (vi) the City of West Covina is ready to issue Permits and approvals from all other authorities having jurisdiction are received by Buyer, (vii) Buyer receives necessary approvals from Parcel 40 (also known as Lot 19) and Parcel 43 to permanently use and improve the land. Seller shall cooperate and assist Buyer with its application for a Conditional Use Permit for a Type 47 full liquor service license through the California Department of Alcoholic Beverage Control. No further approval shall be required from Seller unless such items are materially altered for reasons other than satisfying applicable governmental

requirements. Any changes required by applicable governmental requirements shall be deemed approved by Seller.

If these conditions are not satisfied on or prior to the Closing Date, Buyer may terminate this Agreement and receive a refund of the Deposit and any Extension Deposits (as defined below).

5. Conditions Precedent to Seller's Performance.

Seller's obligation to sell the Property is subject to the satisfaction or waiver of all conditions set forth below within the applicable time periods specified.

5.1. Deposit of Documents and Funds.

Buyer shall have signed, acknowledged and timely delivered all documents, instruments and funds to Escrow Holder as required in Section 6.2.

5.2. Validity of Representations and Warranties.

All representations and warranties by Buyer in this Agreement shall be true on Close of Escrow as if made at that time.

5.3. Performance of Covenants.

Buyer shall have timely performed all of its covenants under this Agreement, including, without limitation, timely delivery of the Deposit due hereunder.

6. Closing of Escrow.

6.1. Closing Date.

6.1.1. Subject to the condition precedents set forth in Sections 4 and 5, Escrow shall close on or before 2:00 o'clock pm (Pacific Standard time) on the "**Closing Date**", which shall be on or before sixty (60) days after expiration of the Entitlement Period; provided, that, Buyer shall have the right to extend the Closing Date up to two (2) times (each an "**Extension Option**"), upon (a) written notice to Seller and Escrow Holder no later than five (5) business days prior to the then-applicable Closing Date, electing to exercise its Extension Option, and (b) deposit of an additional Fifteen Thousand Dollars ($15,000.00) (the "**Extension Deposit**") with Escrow Holder concurrently with Buyer's delivery of its notice electing to exercise such Extension Option. The Extension Deposit(s) shall be nonrefundable to Buyer except in the event of the failure of a condition precedent to Buyer's obligation to close or a Seller Breach (as

defined below) hereunder, and applicable to the Purchase Price. Notwithstanding the foregoing, and provided, that, Buyer has completed and delivered its initial submission for its entitlement and permit review process for construction of the Restaurant to the City of West Covina no later than five (5) business days after expiration of the Feasibility Period, Buyer shall not be required to pay the Extension Deposit to exercise its Extension Option if the delay in the Closing Date is solely caused by the failure of the City of West Covina to complete its entitlement and permit review process within its projected timeline (which projected timeline as of the Effective Date is one hundred fifty (150) days from Buyer's initial submission to the City of West Covina) and such delay was due to no fault of Buyer.

6.1.2. The terms "**Close of Escrow**" and/or "**Closing**" are used in this Agreement to mean the time and date (which shall be as provided in Section 6.1.1 and Section 6.3) the Grant Deed is filed for recording by Escrow Holder in the Office of the Los Angeles County Recorder.

6.2. Deposits to be Made by Buyer.

At or before 5:00 p.m. (Pacific Standard time) on the last business day immediately before Close of Escrow, Buyer shall deliver to Escrow Holder:

6.2.1. Immediately available funds in an amount which, when added to the Deposit, shall equal the Purchase Price. Buyer's funds must actually be transferred into and received by Escrow Holder's depository bank account by Close of Escrow;

6.2.2. A Buyer's Affidavit in form and substance reasonably requested by Title Company; and

6.2.3. Such documents and fees as Buyer is required to deliver and pay, if any, under this Agreement or as shall be reasonably requested by the Title Company to effectuate the purposes and intent of this Agreement.

6.3. Deposits to be Made by Seller.

At or before 5:00 p.m. (Pacific Standard time) on the last business day immediately before the Close of Escrow, Seller shall deliver to Escrow Holder:

6.3.1. A Grant Deed conveying Seller's interest in the Property, properly signed and acknowledged by Seller (the "**Grant Deed**");

6.3.2. A Certification of Non-Foreign Status certifying, pursuant to

Internal Revenue Code section 1445, that Seller is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code;

6.3.3. An owner's affidavit from Seller in a form reasonably requested by the Title Company; and

6.3.4. Seller's executed original counterpart of the COREA amendment in accordance with Section 4.8 of this Agreement; and

6.3.5. A certificate from Seller, dated as of the date of Closing and duly executed on behalf of Seller, in the form attached hereto as **Exhibit "C"** (**"Seller's Certificate"**), evidencing the reaffirmation of the truth and accuracy in all material respects of Seller's representations and warranties set forth in Section 9 hereof, with such modifications thereto as may be appropriate in light of any change in circumstance since the Effective Date to the extent such changes were not the result of a breach by Seller of its obligations under this Agreement.

6.3.6. Such documentation as may reasonably be required by the Title Company to establish that this Agreement, the transactions contemplated herein, and the execution and delivery of the documents required hereunder, are duly authorized, executed and delivered on behalf of Seller.

7. Title Policy.

7.1. At Close of Escrow, Title Company shall issue and deliver to Buyer, or irrevocably commit to issue, an Standard A.L.T.A. Owner's Policy of title insurance (the **"Title Policy"**), with liability in the amount of the Purchase Price, insuring fee title in the Land vested in Buyer, free of encumbrances, except:

7.1.1. All non-delinquent general and special real property taxes and assessments;

7.1.2 Easements, encumbrances, covenants, conditions and restrictions, reservations, rights-of-way and other matters of record of whatever kind or nature as shown in the Title Report as finally approved by Buyer under Section 4.2 (including any COREA or OPA, as applicable, which may be recorded against the Property and the Seller Retained Property concurrent with Closing);

7.1.3 Any encumbrance placed of record by or through the acts of omissions of Buyer; and

7.1.4 All exceptions agreed upon by Buyer and Seller pursuant

to Section 4.2.

Buyer may obtain from the Title Company its A.L.T.A. Extended Coverage title policy, and/or such endorsements as Buyer may require, provided that (i) all costs thereof (including survey costs) shall be at Buyer's expense, and (ii) the issuance of an A.L.T.A. Extended Title Policy shall not extend Buyer's title approval period under Section 4.2, the Feasibility Period or the Close of Escrow.

8. Termination and Cancellation of Escrow.

8.1. Except as otherwise provided in Section 11.28 or elsewhere in this Agreement, Buyer and Seller agree that in no event shall Escrow be extended beyond the Closing Date unless Buyer and Seller mutually agree in writing. If Escrow fails to close when and as provided in Section 6.1, then, unless that failure is caused by Seller's Breach or the permitted termination by Buyer or Seller under this Agreement, Escrow shall terminate automatically without further action by Escrow Holder or any party, Buyer shall have no further right, title or interest in or to the Property. Termination of Escrow, as provided in this Section 8.1, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other which may otherwise arise from this Agreement in connection with that termination.

In the event that Buyer terminates Escrow, Buyer shall, to the extent allowable by law or contract, provide Seller with a copy of all site investigations related to the Property (collectively "**Feasibility Documents**") as an accommodation to Seller. Feasibility Documents do not include project development concept related documents such as architectural plans, elevations, floor plans, renderings, proformas and other such documents all of which shall remain the property of the Buyer or its agents. Feasibility Documents shall be provided to Seller only as an accommodation to Seller and Buyer shall not be liable for the accuracy, completeness or Seller's right to rely on of any of the documents. The Feasibility Documents provided to Seller or its consultants by Buyer, its agents, employees or contractors shall not be representations or warranties. Seller shall not rely on such Feasibility Documents. Seller shall rely only on its own, and its consultants' inspections of the Property. Any Feasibility Documents provided to Seller are made solely for Seller's own benefit.

8.2. Except as otherwise expressly provided herein, if (i) any condition to performance by Buyer or Seller has not been satisfied or waived within the time period and in the manner set forth in this Agreement, or (ii) either Buyer or Seller is otherwise allowed to terminate Escrow under this Agreement, the party electing to terminate Escrow may do so only by timely delivering written notice to the other party

and to Escrow Holder. Either party's failure to timely terminate Escrow when and as provided in this Section 8.2 shall constitute a waiver of that party's right to terminate with respect only to the particular event giving rise to the right of termination.

8.3. If the Close of Escrow fails to occur because of either party's default, the defaulting party shall be liable for reasonable Escrow cancellation and Title Company charges ("**Escrow Cancellation Charges**"). If Close of Escrow fails to occur for any other reason, Buyer and Seller shall each pay one-half (1/2) of any Escrow Cancellation Charges.

8.4. If the Close of Escrow fails to occur as the result of a Seller's Breach, Buyer may either (1) terminate this Agreement by delivery of notice of termination to Seller and Escrow Holder, whereupon Escrow Holder or Seller, as applicable, shall return the Deposit and any Extension Deposits to Buyer, and neither party shall have any further rights or obligations hereunder, except for those which by their express terms survive the termination of this Agreement or (2) continue this Agreement pending Buyer's action for specific performance without any abatement in the Purchase Price or other consideration and without claim for damages, provided, however, that unless Buyer commences an action for specific performance within thirty (30) days after the date the Close of Escrow fails to occur because of Seller's Breach, Buyer will be conclusively presumed to have elected to terminate this Agreement. In no event shall Seller be liable to Buyer for any punitive, speculative, or consequential damages. This Agreement confers no present right, title or interest in the Property to Buyer and Buyer agrees not to file a *lis pendens* or other similar notice against the Property except in connection with, and after, the filing of a suit for specific performance. As used herein, "**Seller's Breach**" means Seller's failure to perform its obligations hereunder beyond any applicable notice or cure period..

8.5 Limitations.

8.5.1 Limitation Period. The representations and warranties of Seller, and any covenants and indemnities of Seller which expressly survive the Closing, contained in this Agreement and in any document executed by Seller pursuant to this Agreement ("**Seller's Surviving Warranties**") shall survive Buyer's purchase of the Property for a period commencing on the Closing Date and ending one hundred eighty (180) calendar days after the Closing Date (the "**Limitation Period").** Seller's liability for breach of any such covenant, indemnity, representation, or warranty with respect to the Property shall be limited to claims in excess of an aggregate $20,000 and Seller shall be liable only to the extent that such aggregate exceeds such figure. Seller's aggregate liability for claims arising out of such covenants,

indemnities, representations, and warranties with respect to the Property shall not exceed $300,000. Buyer shall provide written notice to Seller prior to the expiration of the Limitation Period of any alleged breach of such covenants, indemnities, warranties or representations and shall allow Seller 30 days within which to cure such breach, or, if such breach cannot reasonably be cured within 30 days, an additional reasonable time period, so long as such cure has been commenced within such 30 days and is being diligently pursued. All liability or obligations of Seller under any of Seller's Surviving Warranties shall lapse and be of no further force or effect with respect to any matters not contained in a written notice delivered as contemplated above within the Limitation Period. If Seller fails to cure such breach after written notice and within such cure period, Buyer's sole and exclusive remedy shall be an action at law for actual damages (subject to the second and third sentences of this Section 8.6.1 as a consequence thereof, which must be commenced, if at all, within the Limitation Period; provided, however, that if within the Limitation Period Buyer gives Seller written notice of such a breach and Seller notifies Buyer of Seller's commencement of a cure, commences to cure and thereafter terminates such cure effort, Buyer shall have an additional 30 days from the date of such termination within which to commence an action at law for damages as a consequence of Seller's failure to cure. The Limitation Period referred to herein shall apply to known as well as unknown breaches of such covenants, indemnities, warranties or representations. Buyer's waiver and release set forth in Section 13 shall apply fully to liabilities under such covenants, indemnitees, representations, and warranties and is hereby incorporated by this reference. Buyer specifically acknowledges that such termination of liability represents a material element of the consideration to Seller.

8.5.2 Disclosure. Notwithstanding any contrary provision of this Agreement, if during the pendency of this Agreement prior to Closing, Seller discloses, in writing, any matters which make any of Seller's representations and warranties untrue in any material respect or in the event that Buyer, in writing, otherwise becomes aware during the pendency of this Agreement prior to Closing of any matters which make any of Seller's representations or warranties untrue in any material respect, such representations and warranties shall be deemed modified to reflect such matters and Seller shall bear no liability for such matters, but Buyer shall have the right to elect in writing within fifteen (15) days after becoming aware of any such matter, but in no event later than the Closing Date, (i) to terminate this Agreement and receive a prompt return of the Deposit and any Extension Deposit(s), or (ii) to waive such matter and complete the purchase of the Property without reduction of the Purchase Price in accordance with the terms of this Agreement (and any failure to give notice under clause (i) shall be deemed to constitute such a waiver).

9. Seller's Representations and Warranties.

The following constitute representations and warranties of Seller and shall also be true and correct in all material respects as of the date hereof and as of the Closing Date, and shall survive the Close of Escrow for a period of six (6) months after Close of Escrow.

9.1. Authority.

Seller has the legal power, right and authority to enter into this Agreement and to consummate the transactions contemplated hereby. The individuals executing this Agreement on behalf of Seller have the legal power, right, and actual authority to bind Seller to the terms and conditions of this Agreement.

9.2. Requisite Action.

As of the date hereof, all requisite action (corporate, partnership or otherwise) has been taken by Seller in connection with the entering into this Agreement and the consummation of the transactions contemplated hereby.

9.3. Validity.

This Agreement and all documents required hereby to be executed by Seller are and shall be valid, legally binding obligations of and enforceable against Seller in accordance with their terms.

9.4. Violations. To Seller's knowledge, Seller has not received any written notice from any governmental authority or agency having jurisdiction over the Property, that the Property or its use is in material violation of any law, ordinance or regulation, including any applicable environmental laws, or the COREA or other documents of record.

10. Buyer's Representations and Warranties.

In addition to any express agreements of Buyer contained herein, the following constitute covenants, representations and warranties of Buyer and shall also be true and correct as of the Close of Escrow (and the truth and accuracy of which shall constitute a condition to the Close of Escrow), and shall survive the Close of Escrow:

10.1. Authority.

Buyer and Seller have the legal power, right and authority to enter into

this Agreement and the documents referenced herein, and to consummate the transactions contemplated hereby. The individuals executing this Agreement and the documents referenced herein on behalf of Buyer have the legal power, right and actual authority to bind Buyer to the terms and conditions hereof and thereof.

10.2. Requisite Action.

As of the date hereof, all requisite action (corporate, partnership or otherwise) has been taken by Buyer and Seller in connection with the entering into this Agreement and the documents referenced herein, and the consummation of the transactions contemplated hereby.

10.3. Validity.

This Agreement and all documents required hereby to be executed by Buyer are and shall be valid, legally binding obligations of and enforceable against Buyer in accordance with their terms.

11. Brokerage Commissions.

Buyer and Seller acknowledge to each other that Buyer is represented by Jeff Drew with Retail Insite. Buyer shall be responsible for payment of any and all brokerage fees and commissions. Buyer indemnifies, defends and holds harmless Seller from and against any and all liability, cost, damage or expense on account of any brokerage commission or finder's fee it has agreement to pay. This indemnification survives the termination of this Agreement.

12. General Provisions.

12.1. Assignment.

This Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective representatives, successors and assigns as may be permitted below. Buyer may assign this Agreement to an entity which it shall form for the purpose of owning and developing the Property without obtaining approval from the Seller. Any other assignment of Buyer's interest shall require Seller's prior written approval, such approval not to be unreasonably withheld. In no event, however, shall any designation, assignment or nomination relieve Buyer of any obligations under this Agreement.

12.2. Attorneys' Fees.

In any action between the parties arising out of this Agreement or the Escrow, or in connection with the Property, the prevailing party in the action shall be entitled, in addition to damages, injunctive relief or other relief, to its reasonable costs and expenses, including, without limitation, costs and reasonable attorneys' fees fixed by the court.

12.3. Approval and Notices.

Any approval, disapproval, demand, document or other notice ("**notice**") which either party may desire to give to the other party or to Escrow Holder must be in writing and may be given by personal delivery, electronic mail, facsimile, overnight mail courier to the party to whom the notice is directed at the address of the party set forth below, or at any other address as the parties may later designate:

To Seller:	City of West Covina City Manager 1444 West Garvey Ave. South, Room 305 West Covina, CA 91790
With a copy to:	City Attorney City of West Covina 1444 West Garvey Ave. South West Covina, CA 91790
To Buyer:	Real SAET West Covina LLC 235 West Market Street San Diego, CA 92101 Attn: Tara Hurta, Alisha Lapkewych email: tara@projectpassion.ventures alisha@projectpassion.ventures

Any notice under this Agreement, whether served personally or by electronic mail, facsimile or delivered by mail, shall be deemed given only upon actual receipt by the intended party.

12.4. General Escrow Provisions.

Notwithstanding anything to the contrary contained in this Agreement, Escrow Holder's Escrow Agreement are incorporated by reference herein to the extent

they are not inconsistent with the provisions of this Agreement. If there is any inconsistency between the Escrow Agreement and any of the provisions of this Agreement, the provisions of this Agreement shall control. If any requirements relating to the duties or obligations of Escrow Holder are unacceptable to Escrow Holder, or if Escrow Holder requires additional instructions, the parties agree to make any deletions, substitutions and additions, as counsel for Buyer and Seller shall mutually approve, and which do not materially alter the terms of this Agreement. Any supplemental instructions shall be signed only as an accommodation to Escrow Holder and shall not be deemed to modify or amend the rights of Buyer and Seller, unless those signed supplemental instructions expressly so provide.

12.5. Prorations.

Property taxes and assessments on the Property shall be prorated between Buyer and Seller as of Close of Escrow, based on the most current statements and information available to Escrow Holder. If the Property is part of a larger assessor's parcel, then the property taxes allocable to the Property shall be determined on pro rata basis based on acreage. Buyer shall be responsible for the lien of supplemental taxes, if any, assessed against the Property for acts or events occurring on or after Close of Escrow. In addition, Buyer shall be responsible for its pro rata share of "Common Area Maintenance Costs" (as defined in the COREA) and any other fees, assessments, expenses and payments required under the COREA with respect to the Property.

12.6. Payment of Costs.

Seller shall pay (i) all title search, exam, Seller's attorney, and abstract fees, including, without limitation, the Title Company's charge for the issuance of the Commitment, if any, (ii) the title premium in connection with an Owner's Title Policy, (iii) one half (1/2) of any real property deed tax, and (iv) one-half (1/2) of Escrow costs and fees. Buyer shall pay, (i) the charge for recording the Grant Deed, (ii) one half (1/2) of any real property deed tax, (iii) one-half (1/2) of all Escrow costs and fees, (iv) all of the title endorsement costs and survey costs, if elected by Buyer, and (v) all mortgage registry tax (if any). Any extraordinary title and/or escrow charges, costs or fees relating to this transaction (and not referenced above) shall be paid by Buyer.

12.7. Escrow Holder Authorized to Complete Documents.

If necessary, Escrow Holder is authorized to insert the date Escrow closes as the date of documents conveying interests herein.

12.8. Recordation of Documents.

When all of the conditions in Sections 4 and 5 have been satisfied or waived and Closing occurs, Escrow Holder shall cause the Grant Deed, the amendment to the COREA, and any other recordable instruments to be filed for recordation in the office of the county recorder for which the Property is located. Escrow Holder shall supply all parties listed in Section 12.3 with conformed copies of documents submitted for recording. None of this Agreement, any memorandum of agreement or notice relating to the Agreement may be recorded in any public records.

12.9. Delivery of Documents and Funds.

Upon Close of Escrow, Escrow Holder shall deliver to Seller and to Buyer all documents and funds to which each is entitled and for whose benefit those documents and funds were delivered to Escrow Holder.

12.10. Performance by Escrow Holder.

Escrow Holder is to be concerned only with those paragraphs under this Agreement where Escrow Holder is given instructions to perform certain acts or with those paragraphs where escrow holders generally and reasonably would be expected to act.

12.11. Risk of Loss.

All risk of loss concerning the Property shall be borne by Seller only until the Closing Date.

12.12. Condemnation.

If any portion of the Property, is taken or made the subject of a taking before the Closing Date as a result of the condemnation (including the filing of any notice of intended condemnation or proceedings in the nature of eminent domain, or negotiations, offers or agreements prior to or in lieu of condemnation or eminent domain proceedings), Seller shall immediately give Buyer notice of the taking. Within fifteen (15) days after Seller delivers the notice, Buyer shall elect, by delivering to Seller a written notice, either (i) to terminate this Agreement in which event Buyer and Seller shall share equally in all Escrow costs and the Deposit and any Extension Deposits refunded to Buyer, or (ii) to proceed with the purchase of the Property and consummate this Agreement in accordance with its terms. Buyer's failure to deliver to Seller notice of its election within the 15-day period shall be deemed Buyer's election to

terminate this Agreement. If Buyer elects option (ii), Seller shall, at the Closing, assign to Buyer all Seller's right, if any, to receive any portion of any condemnation award.

12.13. Interpretation.

This Agreement is made under the laws of the state in which the Property is located. All actions or claims arising out of or in connection with this Agreement or any other actions or claims between the parties hereto shall be brought only in state court in the county in which the Property is located.

12.14. Titles, Captions and Paragraphs.

Titles and captions are for convenience only and shall not constitute a portion of this Agreement. References to paragraph numbers are to paragraphs as numbered in this Agreement unless expressly stated otherwise.

12.15. Gender.

As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others where and when the context so dictates.

12.16. No Waiver.

A waiver by either party of a breach of any of the covenants, conditions or agreements under this Agreement to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions of this Agreement.

12.17. Modifications.

Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made in writing and in each instance signed on behalf of each party. In no event shall any amendment or other modification to this Agreement be implied by or construed from oral statements or from the conduct of any party.

12.18. Severability.

If any term, provision, condition or covenant of this Agreement or its application to any party or circumstances shall be held, to any extent, invalid or unenforceable, the remainder of this Agreement, or the application of the term, provision, condition or covenant to persons or circumstances other than those as to

whom or which it is held invalid or unenforceable, shall not be affected, and shall be valid and enforceable to the fullest extent permitted by law.

12.19. Merger of Prior Agreements and Understandings.

This Agreement contains the entire understanding between the parties relating to the transaction contemplated by this Agreement. All prior or contemporaneous agreements, understandings, letters of intent, representations and statements, oral or written, are merged into this Agreement and shall be of no further effect. Except as otherwise expressly provided in this Agreement, any and all rights of action of Buyer for any breach by Seller of any representation, warranty or covenant contained in this Agreement shall merge with the Deed and other instruments executed at Closing, shall terminate at Closing and shall not survive the Closing.

12.20. Time of Essence.

Time is expressly made of the essence with respect to the performance by Buyer and Seller of each and every obligation and condition of this Agreement in general, and of the title approval period, the Feasibility Period and Close of Escrow in particular.

12.21. Possession of Property.

Buyer shall be entitled to possession of the Property only at Close of Escrow.

12.22. Counterparts.

This Agreement may be signed in multiple counterparts which, when signed by all parties, shall constitute a binding Agreement.

12.23. Exhibits Incorporated by Reference.

All exhibits attached to this Agreement are incorporated into this Agreement by reference.

12.24. Computation of Time.

The time in which any act is to be done under this Agreement is computed by excluding the first day (such as the day Escrow opens), and including the last day, unless the last day is a holiday or Saturday or Sunday, in which case the time shall be extended to the next business day.

12.25. Other Documents; Cooperation of Parties.

Each party agrees to sign any other and further instruments and documents as may be reasonably necessary or proper in order to accomplish the intent of this Agreement.

12.26. Waiver of Jury Trial.

AS A MATERIAL PART OF THE CONSIDERATION UNDER THIS AGREEMENT, TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, BUYER AND SELLER EACH WAIVES ALL RIGHTS TO TRIAL BY JURY IF LITIGATION ARISES IN CONNECTION WITH THIS AGREEMENT.

The provisions of this paragraph shall survive the termination of this Agreement and the Close of Escrow.

12.27. Not an Offer.

Delivery of unsigned copies of this Agreement is solely for the purpose of review by the party to whom delivered, and neither the delivery nor any prior communications between the parties, whether oral or written, shall in any way be construed as an offer, nor in any way imply any obligation to enter the transaction which is the subject of this Agreement. The signing of this Agreement by Buyer constitutes an offer which shall not be deemed accepted by Seller unless and until Seller has signed this Agreement and delivered a duplicate original to Buyer.

12.28 Notice of Default; Cure Period. With respect to a default by either party hereunder, neither party will be in default under this Agreement unless and until the other party gives the defaulting party written notice specifying the default or defaults and such default or defaults have not been cured within three (3) business days from the defaulting party's receipt of such notice.

12.29 Electronic Signatures. Signatures to this Agreement, any amendment hereof and any notice given hereunder, transmitted by facsimile or electronic mail shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original of this Agreement (and any amendment hereto) with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement (or any amendment hereto), it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or e-mailed signature and shall accept the telecopied or e-mailed signature of the other party to this Agreement.

12.30 No Recording. Buyer shall not record this Agreement or any notice thereof. If such recording shall occur, Seller shall have, in addition to all other remedies for breach by law, the right to terminate this Agreement by written notice to Buyer.

13. Buyer's Reliance on its Investigations. Buyer acknowledges and agrees that (a) the Property is being sold, and Buyer accepts possession of the Property on the date of Closing, "AS IS, WHERE IS, WITH ALL FAULTS," with no right of setoff or reduction in the Purchase Price; (b) except for Seller's representations and warranties in Section 9 ("**Seller's Warranties**"), neither Seller nor any Seller Related Party has or shall be deemed to have made any verbal or written representations, warranties, promises or guarantees (whether express, implied, statutory or otherwise) to Buyer with respect to the Property, any matter set forth, contained or addressed in the documents delivered to Buyer in connection with the Property (including, but not limited to, the accuracy and completeness thereof) or the results of Buyer's due diligence; and (c) Buyer has confirmed independently all information that it considers material to its purchase of the Property or the transaction contemplated hereby. Buyer specifically acknowledges that, except for Seller's Warranties, Buyer is not relying on (and Seller, for itself and on behalf of the Seller Related Parties, does hereby disclaim and renounce) any representations or warranties of any kind or nature whatsoever, whether oral or written, express, implied, statutory or otherwise, as to: (1) the operation of the Property or the income potential, uses, or the merchantability, habitability or fitness of any portion of the Property for a particular purpose; (2) the physical condition of the Property or the condition or safety of the Property or any component thereof, including, but not limited to, plumbing, sewer, heating, ventilating and electrical systems, roofing, air conditioning, foundations, soils and geology, including hazardous materials, lot size, or suitability of the Property or any component thereof for a particular purpose; (3) the presence or absence, location or scope of any hazardous materials in, at, about or under the Property; (4) the dimensions of the Property or the accuracy of any floor plans, square footage, lease abstracts, sketches, or revenue or expense projections related to the Property; (5) the operating performance, the income and expenses of the Property or the economic status of the Property; (6) the ability of Buyer to obtain any and all necessary governmental approvals or permits for Buyer's intended use and development of the Property; (7) the leasing status of the Property or the intentions of any parties with respect to the negotiation and/or execution of any lease for any portion of the Property; and (8) Seller's ownership of any portion of the Property. Except for the Seller's Warranties, Buyer, for itself and its partners, members, shareholders, directors, officers, affiliates, agents, contractors, employees, and their respective successors and assigns ("**Buyer Related Parties**"), hereby releases Seller and each Seller Related Party from, and waives all claims

and liability against Seller and each Seller Related Party for or attributable to, the following: (a) any and all statements or opinions heretofore or hereafter made, or information furnished, by the Seller or Seller Related Parties to Buyer or any of the Buyer Related Parties; and (b) any and all losses, costs, claims, liabilities, expenses, demands or obligations of any kind or nature whatsoever attributable to the Property, whether arising or accruing before, on or after the date hereof and whether attributable to events or circumstances which have heretofore or may hereafter occur, including, without limitation, (i) all losses, costs, claims, liabilities, expenses, demands and obligations with respect to the structural, physical, or environmental condition of the Property; (ii) all losses, costs, claims, liabilities, expenses, demands and obligations relating to the release of or the presence, discovery or removal of any hazardous materials in, at, about or under the Property, or for, connected with or arising out of any and all claims or causes of action based upon CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act of 1980, 42 U.S.C. §§9601 et seq., as amended by SARA (Superfund Amendment and Reauthorization Act of 1986) and as may be further amended from time to time), the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §§6901 et seq., or any related claims or causes of action or any other federal, state or municipal based statutory or regulatory causes of action for environmental contamination at, in, about or under the Property; and (iii) any tort claims made or brought with respect to the Property or the use or operation thereof. In addition, Buyer expressly understands and acknowledges that it is possible that unknown liabilities may exist with respect to the Property and that Buyer explicitly took that possibility into account in determining and agreeing to the Purchase Price, and that a portion of such consideration, having been bargained for between parties with the knowledge of the possibility of such unknown liabilities shall be given in exchange for a full accord and satisfaction and discharge of all such liabilities.

WITH RESPECT TO THE RELEASES AND WAIVERS SET FORTH IN THIS PARAGRAPH 13, BUYER EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH PROVIDES AS FOLLOWS:

> **"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."**

BUYER HAS BEEN ADVISED BY ITS LEGAL COUNSEL AND UNDERSTANDS

THE SIGNIFICANCE OF THIS WAIVER OF SECTION 1542 RELATING TO UNKNOWN, UNSUSPECTED AND CONCEALED CLAIMS. BY ITS INITIALS BELOW, BUYER ACKNOWLEDGES THAT IT FULLY UNDERSTANDS, APPRECIATES AND ACCEPTS ALL OF THE TERMS OF THIS PARAGRAPH 13

BUYER'S INITIALS: 

The provisions of this Section 13 shall survive indefinitely the Closing or termination of this Agreement and shall not be merged into the closing documents.

14. Natural Hazard Disclosures. As used herein, the term "Natural Hazard Area" shall mean those areas identified as natural hazard areas or natural hazards in the Natural Hazard Disclosure Act, California Government Code Sections 8589.3, 8589.4 and 51183.5, and California Public Resources Code Sections 2621.9, 2694 and 4136, and any successor statutes or laws (the "**Act**"). Buyer hereby acknowledges that, prior to the Date of this Agreement, Seller has provided Buyer with a Natural Hazard Disclosure Statement (the "**Disclosure Statement**") in a form required by the Act. Buyer acknowledges that Seller retained the services of Title Company to examine the maps and other information made available to the public by government agencies for the purpose of enabling Seller to fulfill its disclosure obligations with respect to the Act and to prepare the written report of the result of its examination (the "**Report**"). Buyer acknowledges that the Report fully and completely discharges Seller from its disclosure obligations under the Act and under California Civil Code Sections 1102 through 1102.17. Buyer acknowledges and agrees that nothing contained in the Disclosure Statement releases Buyer from its obligation to fully investigate and satisfy itself with the condition of the Property during the Due Diligence Period, including, without limitation, whether the Property is located in any Natural Hazard Area. Buyer further acknowledges and agrees that the matters set forth in the Disclosure Statement or Report may change on or prior to the Closing Date and that Seller has no obligation to update, modify or supplement the Disclosure Statement or Report. Buyer is solely responsible for preparing and delivering its own Disclosure Statement to subsequent prospective Buyers of the Property.

[SIGNATURE PAGE FOLLOWS]

BUYER:

REAL SAET WEST COVINA, LLC

DATE: 6-2-25 BY: _____

STEVE ORTIZ, MANAGER

DATE: _____

SELLER:

CITY OF WEST COVINA

BY: _____

Paulina Morales, City Manager

Exhibit "A"
Legal Description

DESCRIPTION OF THE LAND

(to be inserted upon completion and approval of the Survey)

Exhibit "B"
Land Purchase Exhibit

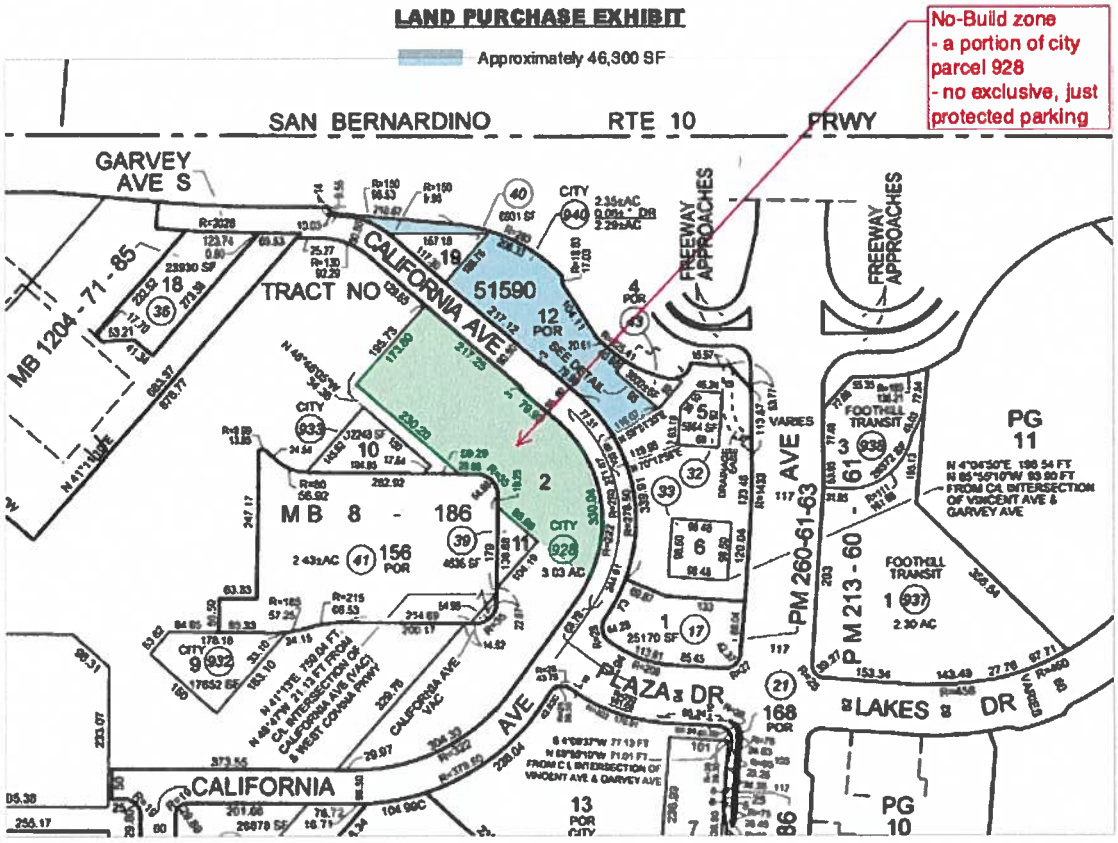


Exhibit "C"
Seller's Certificate

CERTIFICATE OF SELLER'S REPRESENTATIONS AND WARRANTIES

THE CITY OF WEST COVINA, a municipal corporation ("Seller"), hereby certifies to REAL SAET WEST COVINA, LLC, a California limited liability company ("Purchaser"), that the representations and warranties of Seller contained in certain Real Property Purchase Agreement and Joint Escrow Instructions executed _____ __, 2025 (as it may be amended, the "Agreement") by and between Seller and Purchaser are true, correct, and complete in all material respects as of the date hereof

CITY OF WEST COVINA

By: _____

Name: Paulina Morales

Title: City Manager

Date: _____

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AGREEMENT FOR EXECUTIVE LEVEL RECRUITMENT SERVICES**

RECOMMENDATION:

It is recommended that the City Council:

1. Approve the selection of TS Talent Solutions of Tripepi Smith & Associates, Inc. to conduct the recruitments for the City Manager and Fire Chief positions.
2. Authorize the Mayor to execute an agreement with Tripepi Smith & Associates, Inc., in such form as approved by the City Attorney.

BACKGROUND:

The City of West Covina is seeking to fill two critical executive positions: City Manager and Fire Chief. Due to the specialized nature of these roles and the need for timely placement of highly qualified leaders, the City solicited proposals from executive recruitment firms with extensive experience in municipal executive searches.

Three firms submitted proposals:

1. Bob Murray & Associates – Extensive history (25+ years) in local government recruitments, strong outreach network, and diversity-focused approach.
2. TS Talent Solutions (Tripepi Smith) – Strong marketing capabilities, extensive California municipal connections, and competitive pricing.
3. Peckham & McKenney – Over 85 years of combined experience in municipal government and executive search, proven record with City Manager and Fire Chief placements, and highly personalized, relationship-based recruitment process.

DISCUSSION:

Staff evaluated the three firms based on:

- Experience with both City Manager and Fire Chief recruitments.
- Candidate outreach and engagement strategy.
- Diversity, equity, and inclusion practices.
- Timeline and ability to meet the City's desired schedule.
- Cost and value.

Bob Murray & Associates quoted an all-inclusive fee of $28,000 for each executive recruitment, except

for City Manager and Police Chief recruitments. Bob Murray & Associates offers a structured 10-step process, an extensive candidate database, and strong diversity outreach. However, as noted, their quoted $28,000 per recruitment excludes City Manager recruitments, which may result in a higher cost.

Peckham & McKenney quoted a fee of $28,000 to $32,000 for each executive recruitment, determined based on the position, timing of the search, and components of the search process. Peckham & McKenney has a strong record of placing City Managers and Fire Chiefs across California and offers an all-inclusive pricing model. However, their recruitment strategies are more traditional and do not leverage the same level of innovative marketing or outreach channels as TS Talent Solutions.

TS Talent Solutions (Tripepi Smith) quoted a fixed fee of $19,500 for each recruitment, plus expenses, for an estimated total of $23,500 per recruitment. During staff's evaluation, TS Talent Solutions stood out for:

- Innovative marketing and outreach utilizes advanced social media campaigns, professional video production, and targeted digital advertising to reach passive and active candidates.
- Extensive California municipal network; strong relationships with city leaders and executive talent pipelines statewide.
- Competitive pricing offers cost-effective services without sacrificing quality, with a clear scope of work that includes advertising and outreach.
- Tailored candidate engagement focuses on telling each city’s story to attract candidates who align with the community’s values and strategic goals.
- Commitment to diversity incorporates inclusive recruitment strategies to expand candidate pools.

Based on these factors, staff believes TS Talent Solutions (Tripepi Smith) offers the most effective combination of innovative outreach, statewide municipal connections, and competitive pricing to attract the best-qualified candidates for these two high-profile searches.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendations; or
2. Provide alternate direction.

Prepared by: Carmelita Underwood, HR/Risk Director

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

Recruitment costs for the City Manager and Fire Chief positions, as quoted by TS Talent Solutions for $23,500, will be funded from the professional services budget. The final cost will depend on the scope of services selected but is expected to remain within the allocated budget
(110.501.14.08.10.00.061.61100).

Attachments

Attachment No. 1 - Tripepi Smith Talent Solutions

Attachment No. 2 - Bob Murray & Associates

Attachment No. 3 - Peckman & Mc Kenney

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

ATTACHMENT NO. 1

TRIPEPI SMITH
—TALENT SOLUTIONS—



EXECUTIVE RECRUITMENT SERVICES

City of West Covina

July 2025

By: Ryder Todd Smith
Co-founder & Principal
Tripepi Smith & Associates

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COVER LETTER

Thank you for the opportunity to present TS Talent Solutions' executive recruitment services in the City of West Covina.

Our parent company, Tripepi Smith, is a force multiplier for communication operations for nearly 200 public agencies across California. Executive Recruiter Christine Martin leads our executive searches, bringing over 20 years of local government experience as the former Assistant City Manager in Livermore, California. Additionally, with a team of 70+ members, Tripepi Smith can harness extensive networks, knowledge and talents — making our firm an invaluable partner for executive recruitment services via TS Talent Solutions (TSTS). Given TS Talent Solutions' unique mix of technical prowess, industry competency and recruitment wisdom, we provide many advantages to the clients we serve:

1. **Tripepi Smith knows people and people know us.** We are widely connected in the local government world. Through our partnerships with the largest local government associations in California and over 200 local government agencies, we have a vast network of professionals to tap into.
2. **Tripepi Smith understands marketing.** We prioritize carefully crafted language and quality visuals to attract the right applicants. Paired with Christine Martin's strategic knowledge and expertise, we work with our clients to identify the right skill set and personality for the position, compile those requirements into a compelling recruitment package and ensure that the position is presented to the most qualified candidates.
3. **TS Talent Solutions is a good fiscal option.** As a division of Tripepi Smith, our team delivers high-quality services at a cost that provides fiscal advantages compared to other firms.

Thank you for considering us in this endeavor. We eagerly await the opportunity to discuss our proposal in more detail.

Authorization

I affirm that I have the necessary authority to bind Tripepi Smith Talent Solutions of Tripepi Smith & Associates to agreements with the City of West Covina and to make the following statements on behalf of the firm. This proposal is valid for 60 days from the date of submission.

Regards,



Ryder Todd Smith

Co-Founder & President, Tripepi Smith & Associates, Inc.

Ryder@TripepiSmith.com • (626) 536-2173 • PO Box 52152, Irvine, CA 92619

ABOUT TS TALENT SOLUTIONS

A Public Affairs Firm that Understands Talent

TS Talent Solutions (TSTS) is a staffing firm under the umbrella of Tripepi Smith and Associates, Inc., a marketing and public affairs firm. The firm has dedicated itself to solving communication challenges within the local government world since its inception in 2002. It was a natural progression to move into recruitment and talent solutions. Tripepi Smith has worked with more than 200 agencies over the past year alone, including hundreds of city managers, department leaders and other executive staff. We know what and who makes an effective government leader and use that experience to attract, evaluate and retain high-quality talent. With a skilled team of writers, graphic designers and project managers, we can provide the level of support our clients need from beginning to end. We leverage our communications skill set to not only capture the attention of top talent but also to inspire them to take action.

Launching TS Talent Solutions → *Through our work at Tripepi Smith, our team has developed a savvy understanding of the major operations of each department within local government agencies, joint powers authorities, special districts, higher education institutions and private sector businesses while simultaneously expanding a network of relationships and platforms that inextricably connect us to the local government community. Thus, TS Talent Solutions was born.*

Creative

Tripepi Smith's creative professionals have worked with public and private clients on imagery, colors and graphic design in an array of projects. Our firm offers creative services that address not only traditional media such as print, websites, logo design and advertising but also non-traditional marketing services, including email campaigns, social media, blogging, SEO (Search Engine Optimization), video production and more. This integrated approach to content development makes the process more efficient and effective for clients. Moreover, they help capture the compelling stories and personalities behind client agencies on their quests to recruit new talent. High-quality materials that present an authentic picture of the job opportunity are powerful tools for attracting the right candidates.



Content x Distribution = Impact

Tripepi Smith was born in the digital era and brings significant technical skills to the table. We take digital communications seriously and recognize how critical it is to not only develop great visuals and messaging but to ensure the audiences we want to reach actually see that content. Without content distribution, there is no impact. We apply this framework to the work we do at TSTS to broadcast local government positions across the industry landscape. For example, we leverage PublicCEO to reach over 17,000 local government executives.

Distinguishing Factors

No other recruitment firm can match the public agency access and expertise that we offer, thanks to our parent company's work with 200+ public agency clients. Tripepi Smith's extensive experience across communication and recruitment sectors provides invaluable insights that we share with each new client.

Key Advantages

Right Price

Our full-service, boutique-level searches average 10-15% lower than prevailing market rates, ensuring exceptional value for our clients. While Tripepi Smith has a great deal of talent and experience, TS Talent Solutions is an aggressive upstart. It's crucial to us that we offer clients exceptional value as they support our growth during these early stages.

Professional Network

Tripepi Smith has extensive roots in local government, serving over 200 public agency clients across the West Coast and beyond. Our significant investment in over 20 professional associations and organizations provides direct access to a vast network of industry professionals, representing a diverse range of agency types, departments and career stages.

City Manager Connections

Tripepi Smith is the preferred choice for marketing and communications among city managers. We've worked hand-in-hand with many talented city managers over the years. Our connections within the city manager community allow us to attract a wider pool of prospective candidates and ensure our search strategies are grounded in real-world experience.

Sunshine Approach

We bring a bright and positive approach to recruitment, creating an enjoyable process that's energizing, transparent and effective for our clients and the talent we work with.

Digital Dominance

Tripepi Smith is renowned for our ability to dominate digital platforms and help organizations connect with their target audiences. We leverage our marketing expertise to reach all corners of the online market, raising the profile of both the agencies and the positions we are recruiting for.

Spectrum of Services

Talent Quest	Opt for our flat-fee, full-service, boutique-level search, where we meticulously identify a candidate pool and successfully fill specific positions.
Search Support	Utilize our graphic designers and digital platforms in tandem with your in-house resources to promote positions efficiently.
Culture Curation	Clearly define and promote your organizational ethos to attract talent who are passionate about contributing to and thriving within your unique culture.
Strategic Planning	Develop a clear long-term direction for your agency, aligning the efforts of both governing boards and agency staff.

Key Advantages

Grounded in Civic Affairs

CFO Nicole Tripepi Smith is a second-generation civic-affairs professional (her father was a city manager for 28 years). President Ryder Todd Smith brings over 20 years of public agency experience to the table.

Tailored Approach

People are at the core of our work at TSTS. Our commitment to #ABL – Always Be Learning – cultivates our appreciation for the fact that each community has a distinct character, shaped by its constituents, council and staff. Collaboration with each new agency deepens our understanding of successful recruitment and strategic planning, continuously expanding our experience and refining our approach to working with diverse stakeholders. This also means that we don't offer a one-size-fits-all approach. We tailor services to your specific goals and and our recommendations are informed by experience with dozens of agencies across the West Coast. For every new client, we combine proven methods with customized strategies that address your unique needs.

By the Numbers



Our Network of Professionals

Tripepi Smith is a household name among the West Coast's local government agencies. We attend conferences held by the largest national, state and local associations across the West Coast, including ICMA, California Special Districts Association, Municipal Management Association of Northern (and Southern) California, League of California Cities and Washington City/County Managers Association. We've been supporting many of these organizations for more than 20 years and have boots-on-the-ground experience networking at events, which often are a hub for job-seekers.

Our sponsorship and affiliation with professional industry groups include:

- **Independent Cities Association**
- **International City/County Management Association**
- **California City Management Foundation**
- **California Association of Public Information Officials**
- **League of California Cities**
- **California Contract Cities Association**
- **Orange County City Manager Association**
- **Cal-ICMA**
- **California Municipal Revenue and Tax Association**
- **Municipal Management Association of Northern California**
- **Municipal Management Association of Southern California**
- **Institute for Local Government**
- **University of Southern California City/County Management Fellowship**
- **San Gabriel Valley City Managers' Association**
- **California Special District Association**
- **Texas Association of Municipal Information Officers**
- **Texas City Management Association**
- **Texas Women's Leadership Institute**
- **Urban Management Assistants of North Texas**
- **Texas Municipal League**
- **Washington City/County Management Association**

Tripepi Smith Sample Client Roster

We have a network of 200+ satisfied clients in the local government space. We are happy to connect you with contacts at our client agencies who can share their experience working with Tripepi Smith.

California City Management Foundation
City of Aliso Viejo
City of American Canyon
City of Atascadero
City of Azusa
City of Baldwin Park
City of Bellflower
City of Benicia
City of Burlingame
City of Claremont
City of Coronado
City of Cotati
(City of) Culver City
City of Cupertino
(City of) Daly City
City of Danville
City of Duarte
City of El Cerrito
City of Encinitas
City of Fountain Valley
City of Foster City
City of Fullerton
City of Gilroy
City of Grover Beach
City of Hawaiian Gardens
City of Hayward
City of Healdsburg
City of Hercules
City of Huntington Beach
City of Indian Wells
City of Irvine
City of La Cañada Flintridge
City of La Palma
City of La Puente
City of La Verne
City of Laguna Hills
City of Laguna Niguel
City of Lake Forest
City of Lakeport
City of Lancaster
City of Livermore
City of Lomita
City of Lynwood
City of Malibu
City of Manhattan Beach
City of Manteca
City of Martinez
City of Menifee
City of Millbrae
City of Morgan Hill
City of Murrieta
City of Napa
City of Orange
City of Orinda
City of Pacifica
City of Palm Desert
City of Palmdale
City of Paramount
City of Pico Rivera
City of Pismo Beach
City of Placentia
City of Pomona
City of Rancho Mirage
City of Rancho Palos Verdes
City of Riverbank
City of Rohnert Park
City of Rolling Hills Estates
City of San Clemente
City of San Leandro
City of Santa Ana
City of Santa Clarita
City of Santa Paula
City of Saratoga
City of Stanton
City of South Gate
City of South Pasadena
City of Tracy
City of Vallejo
Costa Mesa Sanitary District
Del Paso Manor Water District
West County Wastewater District
Independent Cities Association
Independent Cities Finance Authority
Institute for Local Government
League of California Cities
Municipal Management Association of Northern California
Municipal Management Association of Southern California
Orange County City Manager Association
San Gabriel Valley City Managers' Association
Claremont McKenna College

EXECUTIVE RECRUITMENT EXPERIENCE

TS Talent Solutions has a strong track record of delivering effective recruitment solutions for public agencies. Below you will find a list of all of our placements as well as our active and upcoming recruitments.

Our Active & Upcoming Recruitments

POSITION	AGENCY	STATUS
Finance Director	City of Cudahy	Beginning Stages
Parks & Recreation Manager	City of Ojai	Interviews
Engineer Supervisor	City of Santa Fe, NM	Active Recruitment
Engineer	City of Santa Fe, NM	Active Recruitment
Risk & Safety Compliance Officer	City of Santa Fe, NM	Active Recruitment
Public Utilities Director	City of Santa Fe, NM	Active Recruitment
Afforable Housing Director	City of Santa Fe, NM	Active Recruitment

Our Placements

POSITION	CITY	PLACEMENT DATE
Director of Innovation & Technology	City of Rancho Cucamonga	May 2025
Public Works Director	City of Palos Verdes Estates	May 2025
Deputy City Manager	City of Santa Fe, NM	May 2025
Executive Director	Humboldt County Association of Governments	April 2025
City Manager	City of Indian Wells	March 2025
Finance Director	City of Commerce	February 2025
Human Resources Director	City of Menifee	January 2025
General Manager	Humboldt Bay Municipal Water District	December 2024
Executive Director	Redwood Coast Energy Authority	October 2024
Human Resources and Risk Manager	City of Bell	August 2024
Information Technology Director	City of Pasco, WA	May 2024
City Manager	City of Lomita	April 2024
Deputy Director of Community Services	City of Bell	November 2023

POSITION	CITY	PLACEMENT DATE
Chief Financial Officer	City of Menifee	October 2023
Economic Development Director	City of Pasco, WA	July 2023
City Manager	City of La Cañada Flintridge	May 2023
Community Services Director	City of Bell	March 2023
Harbor Director	City of Morro Bay	February 2023
Parks & Recreation Superintendent	City of Fairfield	January 2023
Finance Director	City of American Canyon	January 2023
Finance Director	City of Fairfield	July 2022
DEI Manager	City of San Luis Obispo	February 2022
Public Works Director	City of Manteca	February 2022
Budget Officer	City of Tracy	January 2022
Finance Director	City of Paramount	January 2022
Parks & Recreation Director	City of American Canyon	January 2022
City Manager	City of Tracy	December 2021
Finance Director	City of Manteca	December 2021
City Manager	City of Manteca	September 2021
Fire Chief	City of Morro Bay	July 2021
Public Works Director	City of Morro Bay	May 2021
City Attorney	City of Manteca	February 2021
Director of Development Services	City of Manteca	September 2020
City Engineer	City of Manteca	July 2020



"Working with Tripepi Smith is always a seamless experience. From crafting a targeted recruitment strategy to creating a polished and informative brochure, TS Talent Solutions ensured we attracted top-tier candidates. Their expertise in local government is unmatched — it's why we keep coming back to them."

Christopher Freeland
City Manager, City of Indian Wells

Our Search Support Work

We also offer a smaller-scale recruitment package for agencies that need help generating qualified applicants but aren't ready to invest in a full-service executive search. Whether it's crafting compelling marketing materials or leveraging our extensive network to identify strong candidates, our Search Support services can be customized to fit your unique needs. We've helped the following agencies successfully attract talent through this approach:

POSITION	CITY	ENGAGEMENT DATE
Communications & Public Engagement Manager	City of Newark	June 2025
Economic Development Analyst	City of Big Bear Lake	May 2025
Principal Planner	City of Indio	January 2025
City Engineer	City of Rosemead	August 2024
Planning and Economic Development Manager	City of Rosemead	August 2024
Police Captain	City of Palos Verdes Estates	June 2024
Assistant Finance Director	City of Indian Wells	March 2024
Human Resources & Risk Manager	City of Bell	February 2024
Senior Human Resources Analyst	City of Bell	November 2023
Associate Engineer	City of Bell	November 2023
Associate Civil Engineer	Town of Atherton	February 2023
Assistant City Manager	City of Saratoga	February 2023
City Clerk	City of Morro Bay	June 2022
Records Program Coordinator	West County Wastewater District	June 2022
IT Systems Analyst	City of Morro Bay	February 2022
City Engineer	City of Morro Bay	December 2021
Engineering Tech III/IV	City of Morro Bay	December 2021
Finance Director	City of Morro Bay	July 2021
Assistant City Manager	City of Morro Bay	April 2021

Placement Highlight



Eric Ceja, Assistant City Manager

City of Indian Wells

The City of Indian Wells appointed Eric Ceja as Assistant City Manager in March 2025 following a successful recruitment process by our team.

With nearly 19 years in local government, Eric Ceja brings extensive expertise in economic and community development to the Indian Wells team. Throughout his career, he has led business recruitment and retention efforts, facilitated housing and retail developments and managed intergovernmental relations and development agreements.

As part our recruitment efforts, we designed a 5-page digital recruitment brochure highlighting the City's mission statement, featuring key information about the City and outlining the ideal candidate.



In addition to posting the opportunity across various job boards and reaching out directly to candidates via our network, we launched a social media campaign across our platforms to amplify the reach.



As a result of our strategic outreach, **we sourced 106 applicants** from across the nation.

OUR RECRUITMENT TEAM



CHRISTINE MARTIN
EXECUTIVE RECRUITER

Christine Martin brings over 20 years of experience in the public sector, providing exceptional service to local government. Prior to joining Tripepi Smith, Christine was the Assistant City Manager for the City of Livermore. She worked for Livermore for 21 years, serving in the City Manager's Office for seven years and as a planner in the Community Development Department for 14 years.

Christine is a courageous, solutions-oriented servant leader. She has strong political acumen and a positive, can-do work ethic. In her role as Assistant City Manager, Christine established and oversaw the city's communications and emergency management programs, created and implemented the city's first-ever five-year strategic plan and served as liaison on council subcommittees, including a complex, controversial equity and inclusion subcommittee with elected officials and community members. She was also responsible for the city's legislative platform and represented the city as a member of the Tri-Valley City Council legislative coalition. Christine built successful relationships in the region and served as chair of the Alameda County City Managers Association.

Christine is also a graduate of the ICMA High Performance Leadership Academy, where she honed her leadership skills in organizational development and change management, negotiation and collaboration and effective communication.

Christine is the face of all TS Talent Solutions recruitments. Leveraging her extensive local government connections and the broader Tripepi Smith network, Christine conducts targeted outreach to attract top talent. She manages the entire recruitment process, from screening applicants and facilitating interviews to supporting agencies through the offer and negotiation stages.

Placements

- *City of Rancho Cucamonga, Director of Innovation and Technology*
- *City of Santa Fe, Deputy City Manager*
- *City of Palos Verdes Estates, Public Works Director*
- *Humboldt County Association of Governments, Executive Director*
- *City of Commerce, Finance Director*
- *City of Indian Wells, Assistant City Manager*
- *City of Menifee, Human Resources Director*
- *Humboldt Bay Municipal Water District, General Manager*
- *Redwood Coast Energy Authority, Executive Director*
- *City of Bell, Human Resources & Risk MAnager*

Active Recruitments

- *City of Cudahy, Finance Director*
- *City of Ojai, Parks & Recreation Manager*
- *City of Santa Fe, Affordable Housing Director*
- *City of Santa Fe, Public Utilties Director*
- *City of Santa Fe, Risk & Safety Compliance Officer*



KYLIE SUN
SR. RECRUITMENT COORDINATOR

Kylie brings a diverse skillset to the team from her experience in several industries, such as litigation services, academic administration and music marketing. She graduated from Biola University with a Bachelor of Science in Business Administration with a concentration in Business Management. She has a strong background in social media strategy, website development, writing and scheduling and high-volume operations due to her experiences as Administrative Assistant at Biola University, Marketing Intern at Transparent Productions, Social Media Marketing Manager at TSE Worldwide Press and Operations Associate at TSG Reporting.

As Senior Recruitment Coordinator, Kylie has played an integral role as TSTS' lead project manager, overseeing a variety of successful recruitments.

Placements Supported

- *City of Rancho Cucamonga, Director of Innovation and Technology*
- *City of Santa Fe, Deputy City Manager*
- *City of Palos Verdes Estates, Public Works Director*
- *Humboldt County Association of Governments, Executive Director*
- *City of Commerce, Finance Director*
- *City of Menifee, Human Resources Director*
- *Humboldt Bay Municipal Water District, General Manager*
- *Redwood Coast Energy Authority, Executive Director*
- *City of Bell, HR/Risk Manager*
- *City of Pasco, IT Director*
- *City of Lomita, City Manager*
- *City of Bell, Deputy Director of Community Services*
- *City of Menifee, Chief Financial Officer*
- *City of Pasco, Community & Economic Development Director*
- *City of Bainbridge Island, City Attorney*
- *City of La Cañada Flintridge, City Manager*
- *City of Bell, Community Services Director*
- *City of Morro Bay, Harbor Director*
- *City of Fairfield, Parks & Recreation Superintendent*
- *City of American Canyon, Finance Director*
- *West City Wastewater District, Records Program Coordinator*
- *City of Fairfield, Finance Director*
- *City of San Luis Obispo, Deputy Building Official*

Active Recruitments

- *City of Cudahy, Finance Director*
- *City of Ojai, Parks & Recreation Manager*



MORGAN TERUEL
RECRUITMENT COORDINATOR

Morgan is a digital media and communications professional with a strong foundation in creative strategy, public engagement and operational leadership. She has managed executive recruitment efforts, supported cross-functional teams and developed tailored messaging across press releases, newsletters, websites and social media. Her experience includes conducting audience research, running digital ad campaigns and increasing engagement across diverse communities. Combining creative insight with a data-informed approach, she has led teams in producing high-impact deliverables such as graphics, articles and social content to ensure alignment with organizational goals and values.

As Recruitment Coordinator, Morgan facilitates all TSTS project management, supporting a range of successful recruitments.

Placements Supported

- *City of Rancho Cucamonga, Director of Innovation and Technology*
- *City of Palos Verdes Estates, Public Works Director*
- *Humboldt County Association of Governments, Executive Director*
- *City of Commerce, Finance Director*

Active Recruitments

- *City of Cudahy, Finance Director*



JULIA GALE
JR. RECRUITMENT COORDINATOR

As a result-driven professional, Julia is dedicated to driving efficiency and success through her experiences in communications and marketing. She earned a Bachelor of Science in Communications with a minor in Digital Arts from the

Placements Supported

- *City of Santa Fe, Deputy City Manager*
- *City of Ojai, Recreation Manager*

State University of New York at Oneonta. Julia further developed her skills in email marketing campaigns, detail-oriented writing and research while working for a commercial real estate firm in New York. She built a strong foundation in social media management and general communications through internships with The Metropolitan Golf Association and Fashion in Action.

As Assistant Recruitment Coordinator, Julia assists in the development of recruitment marketing materials, conducts research to generate prospective candidates and manages the distribution and promotion of all open positions.

- *City of Needles, Finance Director*
- *Humboldt County Association of Governments, Executive Director*
- *City of Indian Wells, Assistant City Manager*
- *City of Commerce, Finance Director*

Active Recruitments

- *City of Santa Fe, Affordable Housing Director*
- *City of Santa Fe, Public Utilties Director*
- *City of Santa Fe, Risk & Safety Compliance Officer*



SOFIA GONZALEZ
JR. RECRUITMENT COORDINATOR

Sofia Gonzalez is an energetic team player with experience in advertising sales, marketing strategy, social media management and marketing communications. She graduated cum laude from San Diego State University with a Bachelor of Science in Business Administration with an emphasis in Marketing. While in college, she worked in the advertising department for the university newspaper, The Daily Aztec and developed her sales and customer relationship skills immensely. Sofia gained valuable marketing skills during two internships with Axos Bank, where she became skilled in brand image, content writing and consumer engagement.

As Assistant Recruitment Coordinator, Sofia assists in the development of recruitment marketing materials, conducts research to generate prospective candidates and manages the distribution and promotion of all open positions.

Placements Supported

- *City of Rancho Cucamonga, Director of Innovation and Technology*
- *City of Palos Verdes Estates, Public Works Director*

Active Recruitments

- *City of Santa Fe, Affordable Housing Director*
- *City of Santa Fe, Public Utilties Director*
- *City of Santa Fe, Risk & Safety Compliance Officer*

OUR STRATEGY & APPROACH

Great teams are the cornerstone of excellent public agencies and service delivery. That is why our Talent Quest service is formulated to find the highest quality candidate that best fits your organization. At the core of all we do is a deep respect for the local government profession and our commitment to ethical standards.

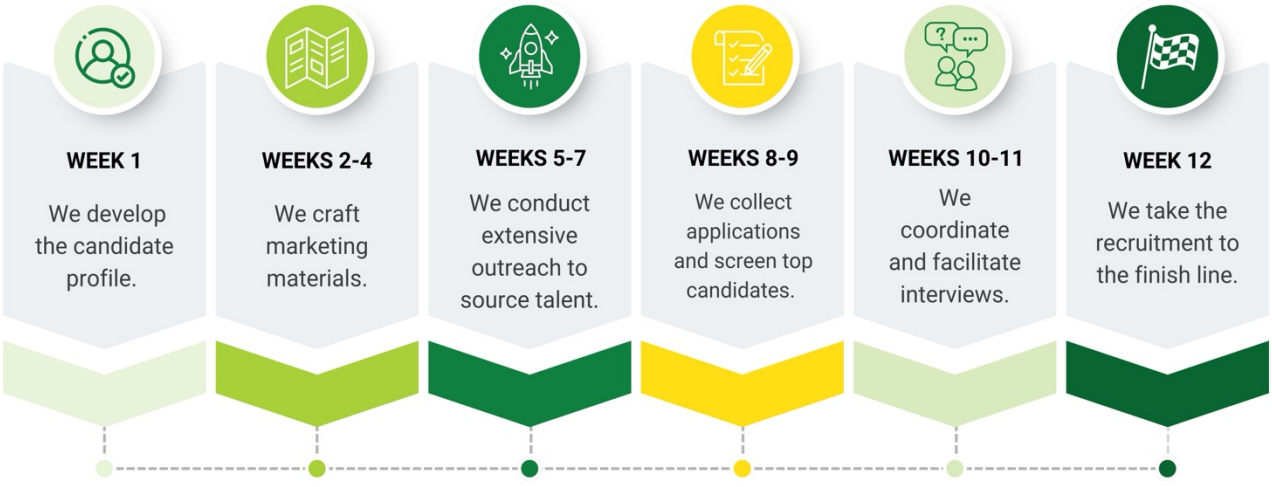
Our team at TSTS is committed to delivering a seamless, transparent and collaborative recruitment experience that ensures the ideal fit for your open positions. We start each of our recruitments by gaining a deep understanding of the organization's culture, values and specific needs for the role. This informs our development of targeted messaging to resonate with both active and passive candidates. Then we leverage a combination of digital advertising, professional networks and direct outreach to ensure a broad and diverse applicant pool.

We understand that personal connection in recruitment can go a long way by fostering trust, building rapport and enhancing overall satisfaction for everyone involved. We strive to provide a uniquely personalized approach, combining top-tier expertise with a personal, human touch to ensure a successful search.

Tailored Approach: This proposal outlines our standard recruitment process; however, we recognize that each agency may have its own preferences. Our team is fully adaptable and prepared to manage the recruitment according to your preferred approach, should it differ from the process and timeline outlined below.

Recruitment Timeline

Below is our typical recruitment timeline. We are prepared to adjust it according to the City's preferences.



Recruitment Process

Below is our proposed process, but we're flexible and can adapt to your unique needs and preferences.

1 » We develop the candidate profile.

To kick off the recruitment process, we will meet with relevant stakeholders to identify key knowledge, skills and abilities desired in potential candidates, as well as any specific challenges and opportunities facing the City of West Covina. This stage is critical for understanding your organizational culture and aligning on what “ideal fit” truly means for your team.

(Optional/Add-On) Based on conversations with City of West Covina staff and/or key stakeholders, we will provide a recommendation regarding suggested participation from community members, department heads and other staff. We can also execute stakeholder, staff and/or community outreach and engagement to gather feedback on the selection of new candidates.

All of the insights we gather will be used to draft a detailed candidate profile. This profile becomes the foundation for outreach strategy, candidate screenings and final evaluations.

2 » We craft attractive, strategic marketing materials.

Compelling visuals and strong messaging are essential to attracting high-quality applicants. Our in-house marketing experts will create a cohesive suite of branded, engaging materials to support outreach and position promotion, including:

- A professionally designed six page digital recruitment brochure that highlights the position, your organizational culture, exciting key projects, the benefits of joining your team and instructions on how to apply.
- Five social media posts (including graphic design) for distribution on Tripepi Smith social media channels.
- Compelling job board language for professional placements.

These materials are designed not only to inform but to inspire interest from top-tier candidates.

3 » We conduct extensive outreach to source talent.

Once marketing materials are approved, we will launch a robust outreach campaign to build a strong and diverse candidate pool. Our outreach strategy includes:

- Advertising the position through diverse and professional organizations, membership agencies and targeted publications.
- Amplifying visibility by sharing and resharing social media posts across our Tripepi Smith LinkedIn, Instagram, Facebook and X channels.
- Leveraging our extensive and diverse network to generate interest and applications.
- Conducting targeted research and proactively reaching out to qualified candidates who may not be actively seeking new opportunities.
- Incorporating a national, regional, in-state and local search scope tailored to the City of West Covina's needs at the beginning of the engagement.
- Engaging with internal candidates who express interest in the position.

These strategies ensure we leave no stone unturned in the search for exceptional talent.

4 » We collect applications and screen top candidates.

As applications roll in, we will acknowledge receipt, thoroughly review each one and evaluate them against the required and desired qualifications outlined in the candidate profile. We will rank applicants accordingly and conduct preliminary interviews with the most qualified individuals. We will also provide an objective evaluation of any internal candidates.

We will then present a comprehensive candidate packet to key staff and stakeholders that includes:

- A complete list of all applicants.
- All submitted resumes and cover letters.
- Summary profiles for top candidates who received a preliminary screening interview.
- A list of candidates recommended to proceed to the interview phase.

We will facilitate a discussion with your team to review these materials and share our insights. The final decision on which candidates move forward rests with the appointed staff and stakeholders.

5 » We coordinate and facilitate interviews.

Once finalists are selected, our team will manage all aspects of the interview process to ensure a positive experience for both you and the candidates. Our responsibilities include:

- Developing tailored interview questions, screening and evaluation tools and a comprehensive selection matrix.
- Coordinating with candidates and panelists, including managing travel logistics.
- Maintaining clear and consistent communication with all stakeholders throughout the process, including interview panelists and staff.
- Keeping candidates informed and updated on their status and next steps.

Executive Recruiter Christine Martin will help facilitate the interviews and can travel on-site, as needed. Her attendance in-person is dependent on the preferences and needs of the City.

6 » We take the recruitment to the finish line.

When you've identified your preferred candidate, we will continue supporting you through the final stages of the process. This can include:

- Assisting with employment contract negotiations.
- Conducting thorough reference checks and background screenings (e.g., DMV, civil, criminal).
- Providing guidance on onboarding strategies and communications, if desired.

We will also notify all remaining candidates of the outcome in a respectful and timely manner, closing the loop and ensuring a positive candidate experience throughout.



"The City of Menifee is thriving and evolving rapidly. To that end, we recognized the need for a dedicated position to serve our expanding team at City Hall. The Human Resources Director will be instrumental in driving Menifee's success for years to come. TS Talent Solutions' extensive network and expertise in recruitment, marketing and outreach have made them an invaluable partner to the City, helping us build an exceptional team here."

Armando G. Villa
City Manager, City of Menifee

COST PROPOSAL

The Talent Quest level of engagement provides the City of West Covina with comprehensive recruitment services to connect you with the most capable and talented candidates available in the market. **The fixed cost for each executive recruitment is $19,500, plus expenses, for an estimated total of $23,500.**

TALENT QUEST	COST
Executive Recruitment	$19,500
Estimated Expenses*	$4,000
ESTIMATED TOTAL	**$23,500**

Fees for each recruitment will be collected in three installments as follows:

1. Upon execution of the agreement - $6,500
2. Following presentation of candidates - $6,500, plus expenses
3. Upon candidate's acceptance of offer - $6,500, plus all remaining expenses

Volume Discount

We are pleased to offer a volume-based discount structure should you engage us to assist with more than one recruitment. We will apply a $1,000 discount to the second executive recruitment and a $2,000 discount to the third and all subsequent executive recruitments through June 2026.

Service Guarantee

By guaranteeing industry-standard services, we strive to connect you with the highest-caliber talent available. If the selected candidate resigns or is terminated for cause within one year of their appointment, we will conduct another search at no additional professional services charge. You will only need to cover recruitment expenses, including advertising fees, background check fees and travel costs.

*Estimated Expenses

We estimate $4,000 in expenses, which include:

- Paid placements on various digital job boards and hotspots popular with local government agencies. One such platform is the well-known PublicCEO job board for a $425 fee.
- Travel reimbursement for one on-site visit.
- Third-party services for background checks.

If expenses appear to exceed the budget outlined above, TS Talent Solutions will discuss that budget risk with City staff and seek authorization before exceeding that expense budget.

A Note About Our Competitive Price

You may notice that our pricing is lower than other firms. We leveraged the wealth of talent and experience at Tripepi Smith to create TS Talent Solutions and enter into the recruitment sector. Our service, as much as our price, is competitive, though we never compromise on quality. Each client receives the best of the best, top-tier storytelling about your organization, direct customer service and personalized attention. Our goal is to deliver exceptional value while building lasting partnerships as we continue to grow into the recruiting space.

As-Needed Services

Tripepi Smith will apply the following standard hourly rates and related fees for any authorized as-needed (Time & Materials) work. Such work must be clearly authorized in writing before proceeding.

2025-26 Hourly Rates	Standard	Reduced Retainer
Principal	$380	$315
Director	$265	$225
Art/Creative Director	$265	$225
Senior Business Analyst	$205	$180
Business Analyst	$150	$125
Junior Business Analyst	$115	$100
Senior Videographer/Animator	$205	$175
Senior Photographer	$175	$150
Videographer/Photographer	$140	$120
Junior Videographer/Photographer	$115	$100
Senior Graphic Designer	$195	$165
Graphic Designer	$140	$120
Junior Graphic Designer	$115	$100
Web Developer	$210	$185
Junior Web Developer	$115	$100
Drone Operator	$205	$180
Council Chamber A/V Operator	$115	$100

Invoicing & Payment Terms

At Tripepi Smith, we bill on either a Retainer, Fixed Fee or Time & Materials basis, with each billing type following its own payment schedule. Regardless, terms are Net 30 days.

- Fixed Fee work is billed upon defined milestones.

- Time & Materials work is billed in 15-minute increments (i.e. 4.0, 1.25, 6.5 or 0.75 hours) at the end of the month in which work is done.
- Retainer work is billed on the 15th of each month.

Other Cost Information

Tripepi Smith has related service fees that may come up during our engagement that we want to tell you about.

Annual Increase

Tripepi Smith will increase the hourly rates and retainer fees for all resources by 5% or the national CPI index – whichever is higher – each year on the anniversary of the contract, starting on the first anniversary of any contract when the contract duration is longer than one year. Otherwise, new rates will be negotiated with each new contract.

Retainer Discount

When a client's retainer exceeds $7,500 per month, they gain access to our reduced retainer rates.

Travel Costs

Travel costs must be pre-authorized and then will be reimbursed by the client for any requested travel to complete a requested scope of work. Travel costs may include airfare, lodging, car rentals and gas. Additionally, when client work requires that we be onsite, we will invoice for a resource's travel time at 50% of the resource's hourly rate.

Equipment Costs

Tripepi Smith offers some services that require equipment, such as drone operations and video production. As such, in those cases, the following rates apply:

	Half Day (Under 4 Hours)	Full Day (4+ Hours)
Video	$450	$650
Drone	$550 – Flat Fee	

Please note that A/V equipment fees are based on the amount and type of equipment required, with pricing tailored to the specifics of each event.

Music and Video Licensing

Sometimes, the client will want Tripepi Smith to apply music or use stock imagery/video while producing video. In these cases, we will need to apply licensing fees of approximately $100 per song and $200 if we use stock video imagery. This will provide a license for the use of the music and video footage to Tripepi Smith and its clients.

Service Fees

Tripepi Smith prefers that clients pay service providers directly to avoid unnecessary administrative costs. You should also know, however, that we have no economic interest in service providers, unless otherwise specified in this proposal.

If a client asks Tripepi Smith to pay for a service provider bill, we will apply a 10% agency fee to the reimbursement expense. Typical service fees include, but are not limited to: print, mailing, digital advertising, media placements, voiceovers, translations and closed captions.

Partner Access

Tripepi Smith has access to entities that may be relevant to our engagement. These partnerships allow Tripepi Smith to offer clients extra media reach or additional services at partner pricing.

Local Information Network of Knowledge (LINK): www.LocalInfoNetwork.com – A community forum for local government professionals in California to discover and share resources, policies, sample work products, best practices and more.

PublicCEO: www.PublicCEO.com – Digital news about public affairs, reaching over 17,500 California government executives through a daily podcast, job board, video podcast and more.

Civic Business Journal: www.CivicBusinessJournal.com – Digital interest stories on the people, companies and solutions that make local government in California more effective.

FlashVote: www.FlashVote.com – Statistically valid surveying that helps leaders make decisions.

- Disclaimer: Tripepi Smith President Ryder Todd Smith is an investor in FlashVote.

Tripepi Smith Talent Solutions: www.TSTalentSolutions.com – A multifaceted recruitment consultancy service, combining local government access with communications to advance talent quests and build culture warriors.

Meltwater: www.TripepiSmith.com/Media-Intelligence – An enterprise-class, comprehensive media monitoring solution that is best combined with Tripepi Smith's analytics team.

Tripepi Smith owns PublicCEO, a local government news publication dedicated to providing a statewide perspective on California's cities, counties and special districts. PublicCEO reaches over 17,500 local government executives — city managers, county administrators and public executives included — through a daily newsletter, website and job board. The publication actively seeks stories promoting cross-sector partnerships to provide decision-makers with best practices, perspectives on trends, innovations and access to opportunities.

REFERENCES

City of Rancho Cucamonga

Peter Castro
Deputy City Manager
909-774-2408
Peter.Castro@CityofRC.us

We recently filled the **Director of Innovation and Technology** position in Rancho Cucamonga. Our scope for this recruitment included:

- Meeting with City staff and key personnel
- Development of candidate profile
- Recruitment brochure & marketing materials
- Job board posting and management
- Direct networking and outreach campaign
- Screening of applicants and presentation of candidates
- Interview coordination and facilitation
- Assistance with selection process and negotiations

City of Indian Wells

Chris Freeland
City Manager
760-346-2489
CFreeland@IndianWells.com

We recently we filled the **Assistant City Manager** position in Indian Wells. This scope included:

- Meeting with City staff and key personnel
- Development of candidate profile
- Recruitment brochure & marketing materials
- Job board posting and management
- Direct networking and outreach campaign
- Screening of applicants and presentation of candidates
- Interview coordination and facilitation
- Assistance with selection process and negotiations

We also assisted with an **Assistant Finance Director** recruitment. Our scope of work for this recruitment was much smaller. It included:

- Meeting with City staff and key personnel
- Development and distribution of marketing materials

City of Menifee

Armando Villa
City Manager
951-672-6777
AVilla@CityofMenifee.us

TS Talent Solutions has filled two key roles in the City of Menifee: **Human Resources Director** and **Chief Financial Officer**.

Our scope of work for both positions included:

- Meeting with City staff and key personnel
- Development of candidate profile
- Recruitment brochure & marketing materials
- Job board posting and management
- Direct networking and outreach campaign
- Screening of applicants and presentation of candidates
- Interview coordination and facilitation
- Assistance with selection process and negotiations

ATTACHMENT NO. 2

BOB MURRAY & ASSOCIATES

Experts In Executive Search

A Proposal to Conduct Executive Recruitment Services

on behalf of the City of

WEST COVINA

1544 Eureka Road, Suite 180
Roseville, CA 95661
(916) 784-9080
(916) 784-1985 fax

July 29, 2025

Mayor Tony Wu &
Members of the City Council
City of West Covina
1444 West Garvey Avenue South
West Covina, CA 91790

Submitted via email to: Cunderwood@westcovina.org

Dear Mayor Wu & Members of the City Council:

Bob Murray & Associates is pleased to submit a proposal to provide Executive Recruitment Services for the City of West Covina. The following details our qualifications and describes our systematic—yet flexible—method of identifying, recruiting, and screening outstanding candidates on your behalf. It also includes a proposed budget, timeline, and guarantee for each recruitment conducted.

At Bob Murray & Associates, we pride ourselves on providing quality service to local governments, non-profit agencies, and private firms. Our recruitment process helps you to determine the direction of the search and the types of candidates you seek while capitalizing on our decades of experience and vast network of contacts to reach those candidates. Our expertise ensures that the candidates we present to the City of West Covina will match the criteria you have established, be a positive placement for your organization, and be outstanding in their field.

Bob Murray & Associates has an unmatched record of success in recruiting local government professionals. With over 25 years of experience, we have placed over 2,100 executives and professionals including but not limited to:

City/County Managers
General Managers
Executive Directors
Chief Technology Officers
Chief Operating Officers
Chief Financial Officers
City Attorneys/County Counsels
Community Development Directors
Economic Development Directors
Equity Officers
Finance Directors
Fire Chiefs
Health & Human Services Directors
Human Resources Directors
Independent Police Auditors
Police Chiefs
Public Works Directors
Planning Directors

We work as a team on every search at Bob Murray & Associates. Your Executive Recruiter would be Stacey Stevenson, Jon Lewis, Yasmin Beers, Adele Fresé, or Mike Ishii who would serve as the Project Lead. Each recruitment is also assigned a dedicated Recruiting Coordinator to help manage administrative details, logistics, and marketing. Together, they will ensure a seamless recruitment experience from beginning to end.

To learn first-hand of the quality of our services and why the majority of our engagements come from repeat and referred clients, we invite you to contact the references listed on page 14 of the attached proposal.

We look forward to your favorable consideration of our qualifications. Please do not hesitate to contact us at (916) 784-9080 with any questions.

Sincerely,

Valerie Gaeta Phillips

Valerie Gaeta Phillips
President, Bob Murray & Associates

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THE RECRUITMENT PROCESS

Bob Murray & Associates' recruiters are specialists in finding positive placements and providing security and fairness to candidates and clients while ensuring the integrity of the search process. Outlined below are the steps in our proven recruitment process, refined through our 30+ years of experience in executive recruiting.

STEP 1 DEVELOP THE CANDIDATE PROFILE

Our understanding of the City of West Covina's needs will be key to a successful search. Stacey Stevenson, Jon Lewis, Yasmin Beers, Adele Fresé, or Mike Ishii will meet with the appropriate hiring authority and key stakeholders to learn as much as possible about the ideal candidate for the position. We want to become familiar with the values and culture of the organization, as well as to understand the current and future issues, challenges, and opportunities in the City of West Covina.

Stacey Stevenson, Jon Lewis, Yasmin Beers, Adele Fresé, or Mike Ishii will review and help define the City's wish-list regarding the ideal candidate's personality, management style, knowledge, skills, and abilities and will work with the City to identify expectations regarding education and experience. The appropriate city hiring manager and Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii will discuss compensation, benefits, and other key information necessary to ensure that outstanding candidates are attracted to this opportunity. The profile we develop together at this stage will drive subsequent recruitment efforts.

Optional Service: Community and Staff Involvement

We find that many of our clients value a recruitment process that opens the opportunity for community members, business leaders, organization representatives, and employees to provide input regarding the ideal candidate. Our recruiters are skilled in designing and facilitating forums, town hall meetings, and online surveys that allow equitable involvement from a variety of constituencies and in consolidating feedback into a cohesive narrative of common themes.

If the City of West Covina so desires, we will work with the appropriate hiring manager to create a customized community and/or staff input process.

STEP 2 DESIGN/DISTRIBUTE BROCHURE AND ADVERTISEMENTS

Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii and your dedicated Recruitment Coordinator will use the candidate profile developed with the City of West Covina to create a professional recruitment brochure, with the assistance of our professional graphic designer. The four-page, full-color brochure will describe the community, organization, position, ideal candidate, and compensation and will include pictures provided by the City of West Covina that you feel best represent your organization and your community.

Upon your approval, your recruiter will send the brochure by postal mail and email to a targeted audience, personally inviting potential candidates to apply for the position. We will also place the recruitment brochure on our website, which attracts over 11,000 unique hits weekly and is a trusted

resource for candidates seeking executive and professional positions. Two sample brochures are included in this proposal package for your reference.

Your recruiter will also design an effective advertising campaign appropriate for each recruitment. Our broadest outreach comes through our active social media involvement on Facebook, LinkedIn, and X (formerly Twitter), where upcoming and current positions are posted. Sources such as *Western City Magazine,* PublicCEO, and the Careers in Government website will be used to reach an extensive local government audience, while position-specific postings will be chosen to attract candidates who have built their careers in and are committed to the field for which you are recruiting.

Bob Murray & Associates does not typically place ads with job aggregators or general job posting sites such as CareerBuilder, Monster, or Indeed, as we have found that the broad reach of these sites does not necessarily lead to quality candidates for executive and professional positions.

Reaching Diverse Candidates

Bob Murray & Associates, a woman- and minority-owned business, is proud of its commitment to attracting and placing diverse candidates. Not only do we place advertisements with websites designed to attract minority and female candidates, but our President, Valerie Phillips, is a member herself of many diversity-focused organizations including the Local Government Hispanic Network, the League of Women in Government, the Professional Women's Network, Mexican Professionals, and Women Leading Government. She networks frequently with fellow members to gain insight into which potential candidates are leaders in their field.

Your recruiter will seek to reach candidates in communities and organizations with demographic profiles and populations served like that of the City of West Covina, to maximize the potential for individuals from a wide variety of backgrounds, cultures, and life experiences, to be considered for the specific position being recruited.

STEP 3 RECRUIT CANDIDATES

The strongest candidates are often those who are successful and content in their current positions and need to be sold on a new opportunity. Our extensive network of contacts, developed through over 1,400 successful placements, is a primary source for identifying and obtaining referrals for these candidates. Our in-house database of 40,000 current and former executive and professional candidates is a valuable resource that can only be built over time—time that we have invested into perfecting our process for finding the right candidates for our clients. Our aggressive outreach efforts are focused on phone calls to personally invite potential applicants, answer questions, and allay any reservations, and these efforts are essential to the success of the recruitment.

STEP 4 SCREEN CANDIDATES

Following the closing date for an individual recruitment, your recruiter will screen all resumes we have received, using the criteria established in the candidate profile as a basis upon which to narrow the field of candidates. Internal candidates receive sensitive consideration, and your

recruiter will discuss with the City's hiring manager how the City of West Covina wishes to proceed with these candidates.

STEP 5 CONDUCT PRELIMINARY INTERVIEWS

Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii will personally interview the top 10 to 15 candidates from the resume screening, with the goal of determining which candidates have the greatest potential to succeed in your organization. To reduce travel-related expenses to our clients and increase efficiency in the search process, these interviews are typically conducted via Zoom or Teams.

STEP 6 SEARCH PUBLIC RECORDS

Under the direction of your recruiter, your dedicated Recruitment Coordinator will conduct a review of published print and online articles for each recommended candidate. Sources include Lexis-Nexis™, Google, social media, and our contacts in the field. This will alert your recruiter to any further detailed inquiries we may need to make before our recommendations are finalized.

STEP 7 MAKE RECOMMENDATIONS

Based on our findings during the preliminary interview process, Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii will recommend a limited number of candidates for your further consideration. Your Recruiter will make specific recommendations and will help facilitate discussions regarding the candidate pool, but the final determination of those to be considered will be up to you.

We typically recommend 6-8 candidates that we feel will best match your expectations, and we prepare a detailed written report on each candidate. This bound report provided to each member of the decision-making body includes:

- Candidate list with Recommended Finalists identified in *Group 1* and *Group 2* (primary and secondary recommendations), as well as *Internal* candidates
- Summary of experience and education for each Recommended Finalist candidate
- Complete cover letter and resume for each Recommended Finalist candidate
- List of *Other Applicants* (those who did not meet minimum qualifications or were otherwise unsuitable, based on our screening process)

Bob Murray & Associates maintains all search records for a period of seven (7) years following each recruitment, and we are happy to forward cover letters and resumes for each applicant by postal mail or email as soon as the recruitment closes to new applications.

STEP 8 FACILITATE FINAL INTERVIEWS

Our years of experience will be invaluable as we help you develop an interview process that objectively assesses the qualifications of each candidate. We will work with the City of West

Covina to craft and implement an interview approach that fits your needs. This may include individual and panel interviews with City staff and key stakeholders, community/employee interview panels, writing and presentation samples, meet-and-greets, or another specialized process element Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii helps the City of West Covina design.

Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii will be present on-site during the interviews to facilitate as necessary during the process and to guide discussion to consensus regarding final candidates. Bound interview books will be provided to each interview panel member containing:

- Recruitment brochure with candidate profile
- Interview schedule
- Suggested interview questions
- Experience summary, cover letter, resume, and rating form for each candidate
- Ranking forms for use during the panel interview process

We will work closely with your staff to coordinate interview dates and times and reach out directly to candidates to schedule. Our goal is to ensure that each candidate has a positive experience, as the way the entire process is conducted will influence the final candidates' perception of your organization.

STEP 9 CONDUCT BACKGROUND AND REFERENCE CHECKS

Ms. Stevenson, Mr. Lewis, Ms. Beers, Ms. Fresé, or Mr. Ishii and your Recruitment Coordinator will conduct detailed reference checks for up to three (3) final candidates. To gain an accurate and honest appraisal of the candidates' strengths and weaknesses, we will talk candidly with people who have direct knowledge of their work and management style. In addition to gaining a 360-degree view of candidates from the perspective of their supervisors, subordinates, and peers for the past several years, we will make a point of speaking confidentially to individuals who may have further insight into a candidate's abilities but who may not be on their preferred list of contacts.

Your Recruitment Coordinator will work with candidates and our professional backgrounding firm, HireRight, to conduct credit, civil litigation, and motor vehicle record checks and verify candidates' degrees.

STEP 10 ASSIST IN NEGOTIATIONS

We recognize the critical importance of successful negotiations and can serve as your representative during this process. Your recruiter will know what other organizations have done to put deals together with great candidates and what the current market is like in the industry you're recruiting. Your recruiter will be available to advise you regarding current approaches to difficult issues, such as housing and relocation. We will represent your interests and advise the chosen candidate and you regarding salary, benefits, and employment agreements, with the goal

of putting together a deal that results in the appointment of your chosen candidate. With our proven experience and vested interest in a positive outcome, we can turn a very difficult aspect of the recruitment into one that is straightforward and agreeable for all parties involved.

COMPLETE ADMINISTRATIVE ASSISTANCE

We receive many unsolicited testimonials each year from clients and candidates alike noting our prompt, considerate, accurate, and professional service during the search process. Throughout the recruitment, in time intervals that suit the City of West Covina, we will provide you with updates on the status of the search and attend to all administrative details on your behalf.

Candidates receive immediate acknowledgement of their applications, as well as personal phone calls and/or emails (as appropriate) advising them of their status at each critical point in the recruitment. Candidates who receive preliminary or final interviews and are not chosen to move forward in the interview process will receive personal calls from your recruiter on behalf of the City of West Covina.

It is our internal company standard that all inquiries from clients and candidates receive a response within the same business day whenever possible, and certainly within 24 hours if the inquiry is received during the work week. Your recruiter will be available to the City of West Covina by office phone, cell phone, and email at any time to ensure a smooth and stress-free recruitment process.

COSTS AND GUARANTEE

PROFESSIONAL FEE AND EXPENSES

The all-inclusive fixed, flat professional services fee for **each** Executive Recruitment on behalf of the City of West Covina is **$28,000**. (**This proposal does NOT include recruitments for a City Manager or a Police Chief.)** Services provided for in this fee consist of all steps outlined in this proposal, including an onsite meeting per recruitment. The professional fee does not limit the amount of time invested by Bob Murray & Associates in promoting a successful outcome for this project. In fact, our mission for this project is to ensure we assist in identifying the right candidate for the City of West Covina. Therefore, your recruiter will contact the City at the first anniversary of the placement to confirm an effective transition has occurred.

Optional Additional Cost Services

- **Community/Staff Input Forum**: $1,500/day, plus travel expenses if in person. $250/meeting if virtual
- **Online survey**: $500 (Surveys include formatting questions and preparing survey link. Services do not include summaries or analysis of data.)
- **Additional on-site meeting days**: $1,500/day/recruiter, plus travel expenses
- **Additional background checks:** $300/candidate
- **Additional reference checks:** $500/candidate
- **Additional hires**: $9,000/candidate
- **Other services:** $250/hour or $1,500/day

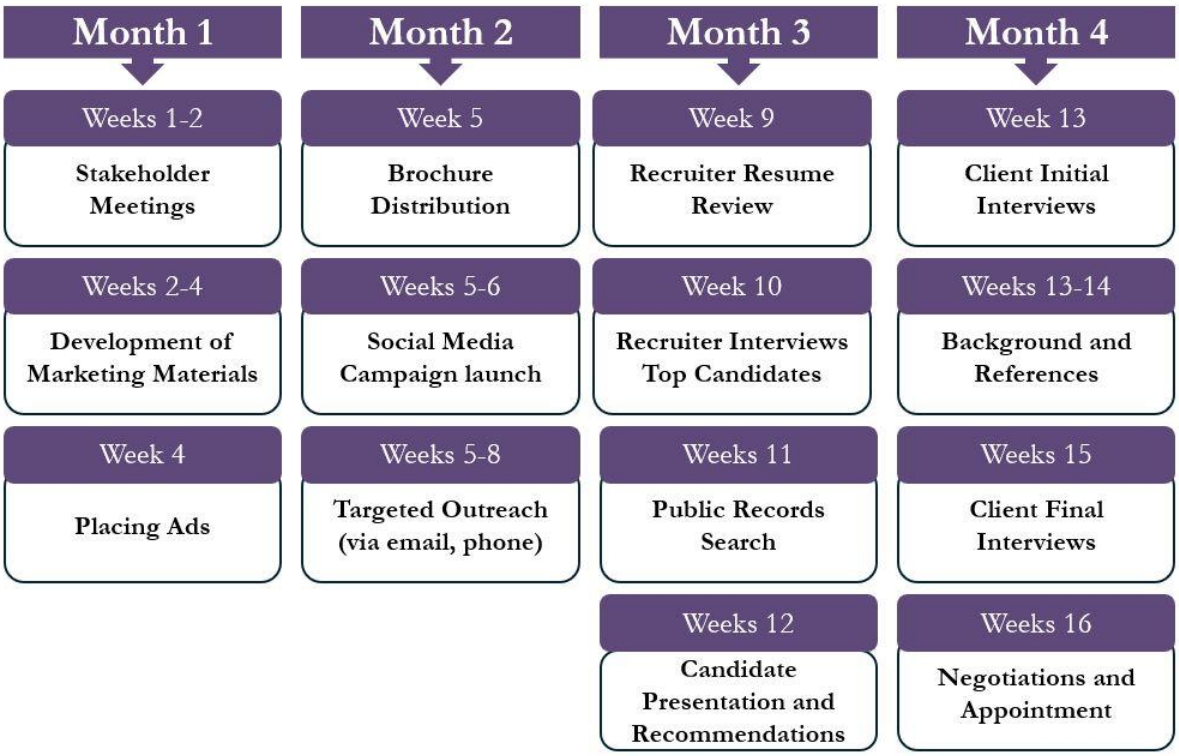
GUARANTEE

Should a candidate recommended by our firm resign or be terminated within the first 12 months of employment, we will provide the City of West Covina with professional services to secure a replacement. Services will be provided at no cost, aside from additional expenses incurred on the City of West Covina's behalf during the new search. We are confident in our ability to recruit outstanding candidates and do not expect the City to find it necessary to exercise this provision of our proposal.

RECRUITMENT SCHEDULE

We are prepared to start work on this assignment upon receipt of a signed professional services agreement or other written, authorized notification. A full search can be completed in 13-16 weeks from the date of initial meetings with our client.

The final recruitment schedule will be determined in collaboration with the City of West Covina. A typical timeline of tasks and events is included here for reference.



FIRM PROFILE

OUR STAFF

Bob Murray & Associates is a small firm focusing exclusively on executive search services. We have a team of fourteen (15):

- Bob Murray, *Founder*
- Valerie Gaeta Phillips, *President*
- Gary Phillips, *Executive Vice President*
- Joel Bryden, *Vice President*
- Yasmin Beers, *Senior Executive Recruiter*
- Adele Fresé, *Senior Executive Recruiter*
- Stacy Stevenson, *Senior Executive Recruiter*
- Jon Lewis, *Executive Recruiter*
- Stephanie Dietz, *Executive Recruiter*
- Jeff Mori, *Executive Recruiter*
- Alexandria Kopack, *Recruitment and Operations Manager*
- Kathy Lolas, *Senior Recruitment Coordinator*
- Grace Marshall, *Senior Recruitment Coordinator*
- Steph Souza, *Assistant Recruitment Coordinator*
- George Lolas, *Contracts Administrator*

Please see your lead recruiter's biography below:

STACEY STEVENSON, SENIOR EXECUTIVE RECRUITER



In Ms. Stevenson's 32 years of service in municipal government, she worked for the California cities of San Diego, National City, and Murrieta. Ms. Stevenson began her professional career in City of San Diego as a Personnel Analyst and went on to work in the Personnel, Metropolitan Wastewater, Engineering, and Contracting departments; as well as the City Manager's office, progressing from Analyst to Deputy Director. She also assumed special projects such as the creation and opening of the City's neighborhood service centers and Liaison to the City Council.

From San Diego she joined the City of National City where she served as the Director of Human Resources, the Director of Administrative Services, and Deputy City Manager. She oversaw Community Services, Finance, Human Resources, and Information Technology; and managed special projects such as the balloting and passage of the City's local sales tax and the implementation of a new payroll module.

In the City of Murrieta, Ms. Stevenson served as Administrative Services Director and Deputy City Manager, again overseeing Community Services, Finance, Human Resources, and Information Technology, and managing special projects. Ms. Stevenson has also served as a commissioner on both the Child Care and Civil Service Commissions for the City of Chula Vista.

Ms. Stevenson holds a Bachelor's degree in Industrial Organizational Psychology as well as a Master of Business Administration degree with an emphasis in Human Resource Management.

YASMIN BEERS, SENIOR EXECUTIVE RECRUITER



Yasmin Beers brings over 33 years of municipal government experience to Bob Murray and Associates. Yasmin retired as the City Manager for Glendale with a population of over 200,000. She served as Chief Executive Officer overseeing close to 2,000 employees serving in Police, Fire, Public Works, Parks, Community Development, Library Arts & Culture, Innovation Performance & Audit, and Water & Power to name a few.

Yasmin's three decades of experience in public service brings extensive background in public sector finance, human resources management, contract negotiations, strategic planning & organizational leadership, policy development, emergency response & planning, team building and performance improvement. Throughout her career, Yasmin has had a great deal of experience in recruiting, selecting and hiring employees for executive and management level positions with a focus on the organizational needs and culture.

Yasmin currently serves on the Glendale Memorial Hospital Community Board of Directors and the Advisory Board for Village Christian School. Yasmin is a past member of Soroptimist International of Glendale where she served as President in 1999/2000. She is a past board member of Glendale Healthy Kids, Salvation Army and the American Red Cross. In 2011 the Glendale Chamber of Commerce recognized Yasmin as Woman of the Year; in 2013 she was the recipient of The Armenian American Woman of Excellence Award; in 2014 Yasmin was recognized by the Glendale Educational Foundation for her distinguished service and philanthropic efforts; in 2015, YWCA awarded Yasmin with the Heart & Excellence Award; in 2017, she was recognized by Business Life Magazine as a Women Achiever; and in 2018 the California State Senate recognized Yasmin as one of the Woman of the Year, each a tribute to her core values that represent her civic responsibilities, volunteerism and community service.

Yasmin has a Bachelor of Arts degree in Political Science from California State University, Northridge and a Master's degree in Organizational Leadership from Woodbury University.

ADELE FRESÉ, SENIOR EXECUTIVE RECRUITER



Adele Fresé brings 27 years of local government experience to Bob Murray & Associates, having retired as Chief of Police in Salinas, CA prior to joining the firm in 2021. Adele began her public service career in 1985 as an active-duty member of the United States Marine Corps before serving the City of Corpus Christi for 20 years.

Adele has extensive experience in hiring and promotional processes, as well as interviewing candidates for advancement in all aspects of local government.

During her 7 years as a Chief of Police, Adele exercised strong leadership and implemented monumental changes leading to the diversification of her agency's sworn staff. Adele's commitment to collaboration with the public and law enforcement agencies earned her the Partner of the Year Award from Homeland Security Investigations, and her Department the Community Policing Award from the Community Policing Institute of California.

Adele received her Bachelor of Science degree in Criminal Justice Administration from California State University at Hayward, and a minor degree in Sociology. She earned a Master of Science in Public Safety, completed the Senior Executives in State and Local Government program at the Harvard Kennedy School, and PERF's Senior Management Institute for Police. She is a Texas Certified Public Manager.

JON LEWIS, EXECUTIVE RECRUITER



Jon Lewis brings over 30 years of municipal government experience to Bob Murray and Associates. Jon began his career in public service in 1991 with the City of Newport Beach, an iconic coastal community of 53 square miles in Southern California. After successfully working his way through the ranks of the Police Department, he honorably retired in December of 2022 after serving as the Chief of Police for nearly seven years. Jon is known for his commitment to selfless service, ethical leadership and maintaining longstanding community partnerships. During his tenure as Chief of Police, the Newport Beach Police Department achieved reduction in crime to historic lows through effective, data-driven community policing strategies as well as excellence in emergency response and 911 call answer times.

Jon graduated with honors from California State University Long Beach with a Bachelor of Science degree in Criminal Justice and Speech Communication and holds a Master of Arts degree in Criminal Justice from Chapman University. He is a graduate of several advanced law enforcement training courses including the California Commission on Peace Officer Standards and Training Command College. Jon has authored two university-level textbooks in criminal justice and is an instructor with the Center for Criminal Justice Research and Training at California State University Long Beach.

He and his wife, Darcy, have two children and reside in Orange County.

MICHAEL ISHII, EXECUTIVE RECRUITER



Michael Ishii is a retired Police Chief and consultant specializing in public safety and government technology. From August 2024 to January 2025, he served as Interim Police Chief for the Fountain Valley Police Department in Orange County, CA.

Previously, he spent 32 years with the Hawthorne Police Department, serving as Chief from 2018 to 2022. During his tenure, he helped transform the department into a community policing-driven organization focused on employee empowerment, officer wellness, and innovation. He spearheaded the Hawthorne Safe Initiative, enhancing public safety in parks, schools, neighborhoods, traffic, and businesses. He launched Care for Blue, a wellness program supporting mental health, career development, financial planning, and physical well-being. Under his leadership, HPD became the first agency in the region to hire a full-time Medical Director and implement a paramedic and EMT training program for officers, significantly improving emergency response capabilities. These initiatives strengthened departmental culture, resilience, and public trust, positioning HPD as a leader in innovative policing.

Mike is currently an Instructor for the California Police Chiefs Association (CPCA) Executive Leadership Program. He is also a member of the National Association of Asian American Law Enforcement Commanders (NAAALEC), where he provides career guidance, leadership training, and mentorship to its members, helping to cultivate the next generation of law enforcement leaders.

Mike also serves on the Advisory Board for Carfax for Police, offering expertise on data-driven law enforcement strategies and technology integration. Additionally, he is a subject matter expert in community policing with the U.S. Department of Justice Community Oriented Policing Services (COPS Office), contributing to national policing initiatives.

Mike received his MA from California State University Dominguez Hills in Negotiation, Conflict/Management, and BA from California State University Long Beach in Communication Studies - Interpersonal and Organizational Communication.

Mike was born in Japan and grew up on a US military base near Tokyo. He is fluent in Japanese.

CORPORATION

Bob Murray & Associates was founded in May 2000 and operated under the corporation name MBN Services, Inc. until June 2014; our new corporation name is GVP Ventures, Inc., incorporated in California in 2014. Contact information for the corporation and the firm is as follows:

GVP Ventures, Inc. OR Bob Murray & Associates
1544 Eureka Road, Ste. 180
Roseville, CA 95661
(916) 784-9080
apply@bobmurrayassoc.com

Our corporation and firm are financially sound (and have been so since 2000), with documentation from our accountant available to your organization prior to final execution of a professional service agreement. We have never been involved in any litigation, aside from our personnel serving as expert witnesses when called to do so.

PROFESSIONAL ASSOCIATIONS

Our firm, represented by either our President or our Executive Vice President, are involved in the following organizations to remain engaged with current and future issues relevant to the work we conduct on behalf of clients like County of Lassen:

- California Special Districts Association
- California City Management Foundation (CCMF)
- Engaging Local Government Leaders (ELGL)
- International City/County Management Association (ICMA)
- International Network of Asian Public Administrators (I-NAPA)
- League of California Cities
- League of Women in Government
- Municipal Management Association of Northern California (MMANC)
- Municipal Management Association of Southern California (MMASC)
- National Forum for Black Public Administrators (NFBPA)

Members of our leadership team not only attend events sponsored by these associations but are also frequently called upon to serve as panel members and to provide specialized lectures regarding industry-specific issues.

Recent and upcoming speaking engagements and trainings provided by our staff include:

- "Role of the Chief" class, annually presented by Jon Lewis on behalf of the California Police Chiefs Association;
- MMANC and MMASC annual mock interviews;
- Annual League of California Cities Booth; and
- Annual League of California Cities City Manager's Conference (City Manager hosted event).

REFERENCES

Clients and candidates are the best testament to our ability to conduct quality searches. Clients for whom Bob Murray & Associates has recently conducted similar searches are listed below:

CLIENT:	City of Petaluma, CA
POSITIONS:	Finance Director/Deputy City Manager
	City Clerk
	Police Chief
	Public Works Director
	Director of Water Resources & Utilities
REFERENCE:	Ms. Peggy Flynn, City Manager
	(707) 778-4345

CLIENT:	City of Ventura, CA
POSITIONS:	City Manager
	City Attorney
	Assistant City Manager
	Police Chief
REFERENCE:	Ms. Danielle Keys, Human Resources Director
	(805) 654-7852

CLIENT:	Monterey County, CA
POSITIONS:	County Administrative Officer
	Risk Manager
	Human Resources Director
	County Counsel
	Military & Veterans Affairs Officer
	Director of Social Services
REFERENCE:	Ms. Sonia DeLaRosa, Chief Administrative Officer,
	(831) 755-5312

We appreciate the City of West Covina's consideration of our proposal and look forward to working with you.

BOB MURRAY & ASSOCIATES
EXPERTS IN EXECUTIVE SEARCH

Prepared for the exclusive use of the City of West Covina, CA

Proposal for City of West Covina, California
Executive Recruitment
July 28, 2025

Peckham & McKenney

Peckham & McKenney provides executive search services to local government agencies primarily in California (CA), and is headquartered in Roseville, CA. The firm, founded in 2004 by Bobbi (Peckham) McKenney and Phil McKenney, and under the ownership and leadership of Anton "Tony" Dahlerbruch, maintains and is recognized for an unsurpassed commitment to service that has resulted in decades of successful placements and positive relationships with local government and applicants alike. Our team is comprised of Executive Recruiters who are based in northern and southern California and represent over 85 collective years of experience in local government and executive search. Our team also includes administrative, research, and marketing and design professionals for conducting searches. We are proud of our reputation as one of the most trusted and respected executive recruitment firms in the country.

Since 2004, we have conducted innumerable executive level recruitments. The scope of our recruitments includes all executive and department level positions in cities, counties and special districts including City Manager, Fire and Police Chief, Finance Director, Public Works Director, etc. A full list of all our searches be viewed here, and specific, recent searches for every position will be provided on request. To learn more about Peckham & McKenney, we also invite you to visit our web site at www.peckhamandmckenney.com.

Scope of Services

It is our understanding that the City of West Covina is seeking to have a search firm available for finding potentially several executive level positions including, possibly, City Manager and/or Fire Chief. For each search desired by the City, the process will include, in summary, the following steps:

Step 1 City discussion with Recruiter to discuss the recruitment interests, position, and search process.

Step 2 Recruitment:

Step 2 A: Pre-recruitment / Recruiter works with City liaison to confirm schedule and future meeting dates, obtain photographs, receive employee compensation and benefits, etc.

Step 2 B: Recruiter meets with hiring authority. Recommended and included in this Scope of Services is also group meeting(s) (virtual) with immediate subordinates and / or peers of the

position. The purpose of the meeting(s) is to learn the specific interests for the ideal candidate, organizational culture, projects for the person in the position, and what the successful candidate will need to know to be successful in the role.

Step 2 C: Recruiter prepares, provides to, and receives from the City the approval of Candidate Profile. (2 weeks)

Step 2 C: Recruiter conducts direct and personal outreach, posts and advertises to find applicants. (5 weeks)

Step 2 D: Recruiter conducts supplemental process to review and preliminarily evaluate applicant's alignment with the Candidate Profile and City's previously stated interests for candidates. (2 weeks)

Step 2 E: Recruiter provides Candidate Book(s) to City. Recruiter and City representative(s) meet to review list of all applicants, materials of applicants recommended to be considered for an interview, and interview process. (1 week)

Step 2 F: City hosts in-person interview(s) facilitated by Recruiter. City selects finalist candidate for second interview.

Step 2 G: Concurrent with City / finalist candidate contract negotiations, for non-safety positions, and /or if the finalist is an external candidate, Recruiter conducts background and reference check of the finalist candidate. (1 week)

Cost of Services

Over years of experience, we have found that an all-inclusive fee is simpler, cost-effective, and efficient. The all-inclusive fee includes, as applicable to each phase, the out-of-pocket costs associated with advertising, consultant travel, administrative support / printing / copying / postage / materials, telephone / technology, partial background checks on recommended candidates, and full background check on selected finalist only. It is the City's responsibility to cover the costs associated with candidate attendance in the interview process.

The fee for each individual search process will range between $28,000 and $32,000. The fee will be determined in discuss of each position based on the position, timing of the search, and components of the search process.

Process of Payment and Insurance

One-third of the fee is due as a retainer upon execution of each search. The second third will be invoiced within approximately 30 days after Step 1 is completed. The final third will be invoiced approximately 30 days thereafter. All payments are due within 30 days following the invoice date.

Peckham & McKenney carries Professional Liability Insurance ($1,000,000 limit), Commercial General Liability Insurance ($2,000,000 General Liability, and $4,000,000 Products) and Automobile Liability Insurance ($1,000,000). Our Insurance Broker is B&B Premier Insurance

Solutions, Agoura Hills, CA. Necessary insurance documentation will be provided to the City of Santa Barbara in a timely manner.

Guarantee

- We will connect with you and our placement in 6 months and 1 year after the appointment to check-in.
- We will conduct a second search within 6 months of our search process if a candidate is not placed.
- If the placement vacates the position within 1 year from the date of accepting the offer, we agree to conduct a second search within 6 months of the vacancy.

Because of how we conduct recruitments, it is unusual that we are unsuccessful in providing a placement, an individual is not placed, or the placement vacates the position within a year. In the unlikely event that no qualified candidates are identified *as a result of the search efforts*, *and* it is mutually agreed that *the result is due to the search effort and/or process*, we will extend the search for a second time for $7,200 (expenses). Otherwise, if a second search is necessary, a qualified applicant is not selected, or the selected candidate is separated from employment within 1 year after accepting the offer, a second search will be conducted within 6 months for the discounted fixed fee of $17,000 to $18,500 as determined by the position (external candidates only, and except in the event of budgetary cutbacks, promotion, position elimination, or illness/death, etc.).

Diversity Statement

Peckham & McKenney is committed to diversity in its broadest possible definition in every aspect of each executive recruitment our firm provides. Peckham & McKenney does not discriminate on the basis of race, color, religion, creed, sex/gender, national origin/ancestry, disability, pregnancy, sexual orientation (including transgender status), marriage or family status, military status, or age. We are fully compliant with all applicable federal and state employment laws and regulations in all of our recruitments.

References

Client and applicant references will be provided on request.

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20 years
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City Manager

City of Malibu, California

Community

With approximately **10,000 residents, 1,000 local businesses, and 11 to 15 million annual visitors**, the 21-mile coastal City of Malibu is iconic for its past and present. To maintain local control over development, growth and the imposition of taxes, the City of Malibu incorporated in 1991 becoming the 87th city (of 88 cities) in Los Angeles County. Local **folklore and mystic** contribute to the community's rich history and current fame that is encompassed by beautiful open space, picturesque views, epic surfing, celebrity residents, memorable films, and lyrics in numerous well-known songs. While still in **recovery-mode from the 2018 Woolsey Fire** and the **2024 Franklin Fire**, the City now is faced with **rebuilding from the 2025 Palisades fire** and ensuing **floods and landslides**. With a sense of resiliency, commitment, fortitude, and community, residents and businesses are seeking a prompt return to the quality of life that is special in Malibu.

This is a transformational era for Malibu where the immediate opportunity exists to be purposeful, innovative, effective, thoughtful and strategic in quickly rebuilding while positioning the City for future resiliency and sustainability.



The Organization

The City of Malibu is a general law City operating under a Council/Manager form of government. The 5 members of the City Council are elected at-large; they serve staggered 4-year terms, with the Mayor being selected from among the Council Members on a rotational basis. The City Council is responsible for appointing the City Manager, City Attorney, and City Treasurer. The City Manager serves the Mayor and City Council and is responsible for implementing the City Council's goals and policies, providing policy recommendations, administering the municipal code, and overseeing the effective and efficient delivery of day-to-day public services.

The City of Malibu is considered a contract city. As such, through both contract services and in-house personnel, the City provides a full range of municipal services. The current **2024-25 fiscal year budget** consisted of $60 million in General Fund expenditures, $17 million for capital improvements, and a healthy General Fund undesignated reserve of $73 million, placing the City is in excellent financial condition. A total of approximately 120 full time and part time personnel provide services through 9 Departments: Administration, City Clerk, Community Services, Environmental Sustainability, Planning, Public Safety, and Public Works (including wastewater treatment). Public Safety (police, fire and animal control) are provided by Los Angeles County, recreational programing is provided through joint use agreements with a variety of educational institutions. Other services such as the City Attorney, water, street maintenance and garbage collection services are also provided via contract or by Los Angeles County.



The City Manager Position

In support of, and consistent with, the **Municipal Code** the City Manager will maintain the City's "unique land and marine environment [and] rural character of its residential community," and "gradually recycle areas of deteriorated commercial development, … and provide passive, coastal-depending and resource-dependent visitor-serving recreational opportunities". Furthermore, and consistent with the typical role of a City Manager, the successful applicant will be responsible for working with and supporting the City Council, achieving defined and unexpected objectives, leading and managing, fiscal and budget accountability, community relations, the delivery of City services, compliance with the Municipal Code and **General Plan**, working collaboratively with others, and implementing workplans.

The Ideal Candidate

The ideal candidate is a seasoned and experienced leader, communicator, diplomat, and a collaborator for working with the City Council, State and regional elected officials, staff, stakeholders, other public agencies, contract service providers

and consultants. The ideal candidate is also an individual with an open mind, fortitude, and drive, and sees challenges as opportunities. Current and future significant goals, topics and projects for the City Manager include disaster recovery and rebuilding; supporting the business community; balancing development and environmental protections; mitigating and responding to



future crisis and disasters; public safety (and in particular, traffic and safety on Pacific Coast Highway); managing tourism; responding to the State housing mandate; protecting the coastal and natural environment; enhancing public amenities; debt management; intergovernmental relations; and strengthening the positive work environment for City employees.

Why serve as City Manager in Malibu? So many great reasons!

10) The City Council members engage with each other; they are a collaborative and respectful team that endeavors to reach consensus and compromise.

9) The staff team is seasoned, stable, professional, and works well together.

8) The City is in excellent fiscal condition.

7) The City Manager will affect positive, legacy-defining change and improvements.

6) This opportunity seeks an individual with ingenuity, innovation, and creativity.

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5) Community goals are to build and maintain a high quality of life.

4) The position provides the opportunity to build an organization, accomplish work, develop a professional reputation and engage with others in a world renowned community.

3) The local and nearby urban and natural environment includes and provides unsurpassed and incomparable lifestyle opportunities and attributes.

2) The compensation for the successful candidate will be attractive.

1) It's Malibu.

The ideal candidate will have experience:

- Working with(in) multiple departments such as Planning, Finance, Public Works and/or Recreation and all aspects of personnel supervision.
- Multi-tasking, balancing resources, prioritizing, and complex problem solving.
- Goal setting, developing work plans and program evaluation.
- Overseeing the development, construction and implementation of projects and infrastructure improvements.
- Providing a high level responsiveness and customer service.
- Communicating and engaging with residents, business, and intergovernmental partners and agencies.
- Crisis and disaster response, management and recovery.

Moreover, as an individual that is oriented to the big picture, thinks strategically, and provides vision for achieving organizational and community goals, the ideal candidate will:

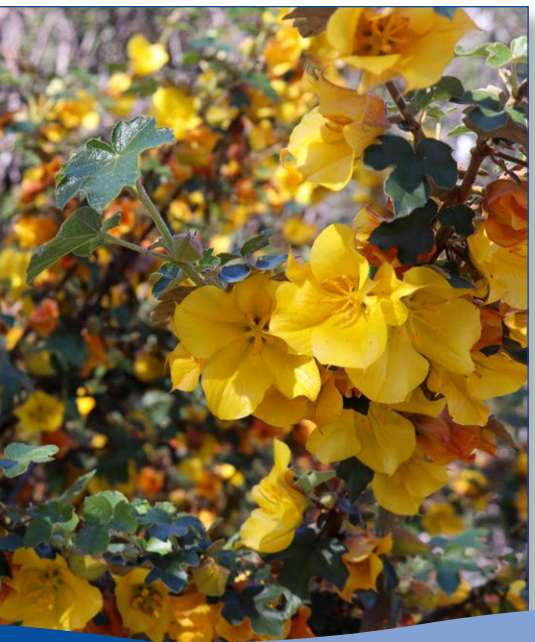
- Have a working knowledge of the intricacies and complexities of municipal operations.
- Be positive, optimistic, adaptive, and calm for overcoming challenges, achieving goals, and inspiring motivation and support.
- Engage in organizational development for mentoring and coaching staff, empowering success, supporting creativity and innovation, and recruiting and retaining staff.
- Provide an accessible and approachable style of leadership and management, and also contributes fun and humor in the workplace.
- Be emotionally intelligent, politically savvy, and apolitical.
- Lead as a role model with personal integrity, honesty, accountability and transparency.
- Communicate effectively.
- Build consensus and partnerships.
- Navigate bureaucracy to remove roadblocks.
- Engage in courageous conversations.
- Represent the City in a positive manner.
- Display decisiveness, confidence and competence in a humble and understated manner.
- Contribute enthusiasm tempered by wisdom.
- Serve as a trusted and credible resource for input, guidance, insight and perspective.
- Be proactive.
- Anticipate the needs and outcomes.

Desired Qualifications

The preferred candidate will have 5 to 10 years of leadership experience as a Chief Executive, Assistant/Deputy Chief Executive or Department Head in a public agency of comparable complexity. Alternatively, non-traditional applicants that illustrate significant leadership roles who demonstrate the ability to administratively lead a municipality and personnel; learn and apply the principals of public sector governance and engagement; and manage local government processes and regulatory requirements will be considered. Having knowledge and experience with legislation, laws, regulations and requirements applying to California municipalities and coastal communities are desirable. Further, to be considered, applicants must possess a Bachelor's degree; a Master's degree is desired.

Compensation

While the current salary is approximately $270,000, it is the City Council's intent for the salary of their next City Manager to be in the top quartile of City Manager salaries in the region, the City Manager's salary will be based on the experience and qualifications presented by the final candidate. The City of Malibu provides a **wide range of excellent benefits** including the following:



Search Schedule

Filing deadline .....June 6, 2025

Supplemental process (as necessary) .....July 9 - 20, 2025

Meeting to review all applicants.....July 3, 2025

In-person finalist interview process.....July 10 and 11, 2025

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Retirement: The City participates in the Public Employees' Retirement System (PERS). Classic CalPERS members 2% at age 55 retirement formula, one-year average. City pays employer and employee contributions for classic members. New members to CalPERS, new PEPRA formula 2% at age 62, three-year average. Employee pays 7.25% member contribution. The City does not contribute to Social Security..

Deferred Compensation: City will contribute 6% of salary to a qualified compensation plan.

Other Insurance: Term Life insurance coverage up to $400,000. Long Term/Short Term Disability coverage.

Health Insurance: Medical, Dental, Vision Care, and EAP benefits are offered through the City. A selection of medical plans are available, and the monthly premiums are covered 100% for employee and family, up to the PERS Choice PPO medical plan level. Dental, Vision and EAP premiums are covered 100% for employee and family.

Leaves

Vacation: 22 days (180 hours) per year.

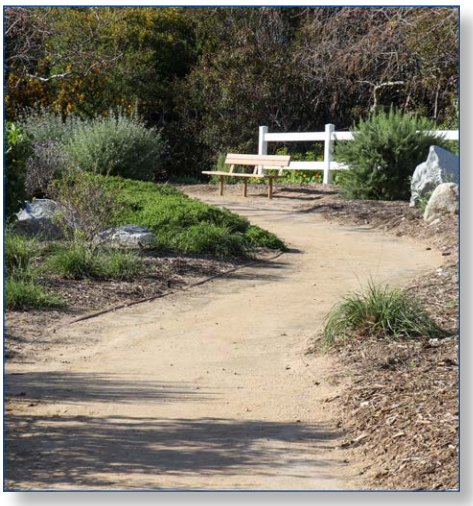
Sick: 12 days (96 hours) per year.

Holidays: 11 fixed holidays per year.

Administrative: 10 days (80 hours) per year.

Vehicle Allowance: $400 per month in lieu of mileage reimbursement.

Relocation Expenses: Negotiable.



The Recruitment Process

To apply for this exciting career opportunity, please visit our website:

Peckham & McKenney
www.peckhamandmckenney.com

Please do not hesitate to contact Anton "Tony" Dahlerbruch at (310) 567-1554 or (866) 912-1919 if you have any questions regarding this position or recruitment process.

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Fire Chief

City of Monterey Park, California

The City

Consistent with its motto "Pride in the Past, Faith in the Future," the City of Monterey Park, California (population approximately 60,000) is well recognized as a community oriented, culturally diverse and resilient city that is one of the **best places** to live and work in America. With a strong, supportive and embracing spirit among residents as well as businesses, good schools, a diverse population, convenient access to all corners of Los Angeles, as well as nearby recreational opportunities, Monterey Park is a vibrant, excellent community to call home and conduct commerce.

Incorporated in 1916 the City of Monterey Park is named for the oak-covered Monterey Hills. The City is located adjacent to the Long Beach Freeway (710) on the west, the San Bernardino Freeway (Interstate 10) on the north, and the Pomona Freeway (State Highway 60) on the south which provide north-south and east-west access to all of Southern California. Monterey Park is additionally well served by public rail and bus transit lines to downtown Los Angeles, providing residents and employees with many alternatives for traveling to work, shopping, and home.



Monterey Park is a rich mix of people of many backgrounds and experiences that make for one of the most **diverse** and community-oriented cities in the region. The City's Farmers Market, Cherry Blossom Festival, Lunar New Year Festival, Cinco de Mayo, Play Days (City's birthday), 4th of July celebration, and bustling community Library contribute to providing residents with an excellent **quality of life**. In addition, Monterey Park maintains **60% of its space for residential living, 12% for industrial, 10% for commercial and retail use and 18% for schooling and recreational facilities** for a healthy blend of residence and commerce. Major businesses in the community include auto sales, banking, medical, education, and food service.

For more information about the City of Monterey Park, please visit **www.montereypark.ca.gov**.



The Organization

The City of Monterey Park is a full-service general law city under the Council-Manager form of government. The 5 members of the City Council are elected by district for 4 year, overlapping terms of office. The Mayor position rotates every 9.5 months amongst Council members. The City Manager, Inez Alvarez, is appointed by the City Council and serves as the City's chief executive officer. Seasoned and experienced elected and appointed officials comprise a healthy and positive working environment. The organization's excellent leadership, collaborative nature, and civility and respect of others, contribute to Monterey Park being an employer of choice. The City's highly positive culture is evidenced by the organization's **2024 survey, retreat and "All Team Charter"** (see page 534-553) resulting in the vision statement: "The City of Monterey Park is an unparalleled team of thriving, innovative, and inclusive leaders", the mission statement: "The mission of the City of Monterey Park is to provide excellent service, foster growth and opportunity, and create a joyous collaborative environment", and organization values of: communication, teamwork, respect, integrity and professionalism.

The City organization is led by a vibrant, progressive, collaborative, committed, team-oriented, and creative Executive Team. The Executive Team consists of the City Manager, City Attorney, Assistant City Manager, and the Directors of the Community Development, Finance, Fire, Human Resources, Library, Police, Public Works, and Recreation & Community Services Departments. The City is comprised of 336 full-time equivalent personnel and a General Fund operating **budget** of approximately $66 million. With retirements, approximately 1/3 of the operations and support staff team have been hired within the last 3 years. The Executive Team works collaboratively to achieve City goals, support each other, and problem solve.

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The Department

The Fire Department takes immense pride and has a deep sense of responsibility in providing the City with the best public protection service there is to offer. The Department has a commitment to excellence and embraces cutting-edge technologies and methodologies to stay ahead of the curve for the community. The City is one of 132 agencies (out of 33,000) that has achieved a Public Protection



Classification (PPC) rating of Class 1. The team culture welcomes creativity and ingenuity, empowering each firefighter to contribute ideas that will propel the Department forward to meet those challenges of today.

The Department's 55 sworn and 12 civilian staff support six Divisions: Administration, Operations, Emergency Medical Services, Prevention, Community Risk Reduction, and Code Enforcement. The FY 2024-2025 budget is $20.9 million.

The Department is an all-risk emergency response department and responds to approximately 9,000 calls for service a year. Dispatch services are consolidated and provided by the **Verdugo Fire Communications Center** who dispatches to its 13 member agencies based on a closest available asset methodology.

The Position

Under administrative direction of the City Manager, the Fire Chief provides leadership, planning, direction and control to the City's Fire Administration, Fire Suppression/Emergency Operations, Fire Prevention/ Environmental Safety and Emergency Medical Services programs; directs the City's Disaster Preparedness activities and programs; directs department record keeping and communications programs; assesses current and future fire prevention and suppression requirements of the community and recommends appropriate policies, programs and methods; and assures complete integrity of operations and develops high standards of professional conduct.

The Ideal Candidate

The City is seeking a Fire Chief who is well rounded with a strong operational background and a solid understanding of the larger Citywide organization. The selected candidate will be a servant leader who is in tune with and attentive to their team. They will be an excellent communicator who listens to and empowers the team to take ownership over their Department. Candidates with a proven track record of mentoring, coaching, and succession planning will be valued. The successful candidate for Fire Chief must be collaborative and appreciate and desire a professional environment devoid of silos and focused on building partnerships and maintaining teamwork.

The successful Fire Chief is described as an individual who:

- Is thoughtful, strategic, collaborative and purposeful in setting and implementing goals.
- Speaks and presents complicated items clearly to all audiences in a manner that is understandable.
- Genuinely cares about achieving City Council goals and community interests.
- Is politically savvy and astute while being apolitical.
- Values and embraces collaboration, differences, discussion with others and problem solving. Recognizes challenges and problems as an opportunity for a positive solution. Seeks solutions, consensus and common ground.



- Is collaborative and works well with City personnel, stakeholders and interested parties.
- Trains, mentors, empowers, delegates to, champions, educates, and professionally develops personnel.
- Values and illustrates personal and organizational accountability.
- Seeks a professional environment where the team desires and is motivated to enhance the organization
- Is innovative, creative and thinks "outside the box"; embraces best practices and technology.
- With a "can-do" attitude, rolls up their sleeves and gets involved to help and support others.
- Effectively multi-tasks, is flexible and nimble for new issues, and addresses multiple priorities.
- Demonstrates the emotional intelligence and personal qualities of being excellent listener and writer, having a positive demeanor, humility, integrity, honesty and a strong, positive work ethic.
- Thrives in a responsive and customer-service oriented organization.

Experience/Education Requirements

Any combination equivalent to graduation from a college or university of recognized standing with major coursework in Public Administration or related field supplemented by extensive formal and in-service training courses in Fire Science and Administration plus five years of increasingly responsible fire supervisory experience with permanent standing of at least a Battalion Chief. A Master's Degree is desirable

The Compensation

The City is prepared to offer a competitive salary in the range of $154,932 to $245,640 DOQ. The City offers excellent **benefits** including:

Annual Leave:

- **Holidays:** 12 paid holidays plus 2 floating holidays.
- **Vacation:** Accrual of vacation is based on prior experience and vacation is typically accrued at 80 hours per year. Up to 80 hours of vacation or holiday may be cashed-out annually.
- **Sick:** 88 hours
- **Administrative:** 80 hours



Search Schedule

Filing Deadline:.....June 8, 2025
Supplemental process (as necessary):.....June 16 - 17, 2025
Meeting to review all applicants:.....July 1, 2025
In-Person panel interview process:.....July 14, 2025
In-Person finalist interview process: .....July 15, 2025

These dates have been confirmed, and it is recommended that you plan your calendar accordingly.

Insurance for Employees and Eligible Dependents:

- **Medical:** $1,995/month toward medical insurance with a variety of medical insurance plans to choose from. The City provides $500/month cash in lieu.
- **Dental:** $130/month
- **Vision:** $30/month
- **Life:** $150,000 life insurance policy (employee only).

Retirement:

- **CalPERS Defined Benefit Pension:** 3% @ 55, single highest year or 2.7% @ 57, three average years. Classic members pay 12% and new members pay 12.75% of the employee contribution. The City does not participate in the Social Security System, except for the mandatory employee-paid 1.45% Medicare contribution.
- **Deferred Compensation:** City will match up to $250/pay period.

Incentive Pay:

- **Educational Incentive:** 6% of base salary per month for a Master's degree.
- **Longevity:** 4.5% of base salary @ 20 years and 9% of base salary @ 25 years.
- **Tuition Reimbursement:** $4,500/year.
- **Uniform Allowance:** $806/year.



The Recruitment Process

To apply for this key position and exciting career opportunity, please submit a current resume and cover letter that specifically addresses your fit with the City through our website at:

Peckham & McKenney
www.peckhamandmckenney.com

Resumes are acknowledged within two business days. Contact Roberta Greathouse at 831.998.3194, toll-free at 866.912.1919, or via email at **Roberta@PeckhamandMcKenney.com** if you have any questions regarding this position or the recruitment process.

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AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: CONSIDERATION OF REJECTION OF RFP 2026-05 STATE OF THE CITY CATERING PROPOSALS AND AUTHORIZATION FOR THE ACTING CITY MANAGER TO PROCURE SUCH SERVICES

RECOMMENDATION:

Staff recommends that the City Council reject all proposals received in response to RFP No. 2026-05 State of the City Catering Services due to submitted quotes significantly exceeding reasonable pricing.

Staff further recommends that the City Council authorize the Acting City Manager to secure catering services for the 2025 State of the City event at a total cost not to exceed $30,000 for an anticipated attendance of 550 guests or fewer. This authorization will allow for direct negotiation with qualified caterers to ensure a cost-effective solution while maintaining the quality and service standards expected for the event.

BACKGROUND:

Since the City's Centennial year, the State of the City has traditionally been hosted at the West Covina Sportsplex. This annual event has become a valued tradition, serving as an opportunity to bring together community members, civic leaders, and stakeholders to reflect on the City's progress and vision for the future.

The State of the City program typically includes the recognition of City employees, local businesses, school districts, and other community partners, while also highlighting the City's accomplishments over the past year.

Historically, catering for the event has been provided either internally by the Community Services Department or through contracts with local businesses. This approach has allowed the City to showcase local talent and resources while delivering a quality experience for attendees.

DISCUSSION:

For the 2025 State of the City event, the City issued RFP No. 2026-05 State of the City Catering Services to secure a qualified caterer for an anticipated 550 attendees or fewer. The RFP was posted on July 28, 2025 and closed on August 11, 2025. The solicitation was advertised through PlanetBids, the City's online procurement platform, to ensure transparency and to encourage competitive proposals from a broad range of vendors.

Upon the closing of the RFP period, the City received two proposals from:

NAME OF COMPANY	PROPOSED COST
Chef Dora	$86,389.33
Vucacious Catering LLC	$102,893.67

Upon review of all proposals received, staff determined that the submitted quotes were significantly higher than both historical costs for this event and comparable market rates for similar catering services. Even when factoring in inflation and potential increases in food and labor costs, the proposed amounts exceeded budget expectations and were not considered fiscally responsible.

Given the City's long standing tradition of hosting the State of the City at the West Covina Sportsplex and the importance of maintaining a high quality experience for attendees, staff recommends that it is in the City's best interest to reject the current proposals and authorize the Acting City Manager to directly secure a caterer, at a total cost not to exceed $30,000. This will provide flexibility to negotiate competitive pricing and ensure that the event remains both memorable and cost effective.

This approach is consistent with past practices, as catering for previous State of the City events has successfully been handled internally by the Community Services Department or through partnerships with local businesses. By proceeding in this manner, the City can preserve the tradition and quality of the event while exercising fiscal prudence.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City has the following options:
1. Approve staff's recommendation; or
2. Provide alternate direction.

Prepared by: Susie Perez, Deputy Community Services Director
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact associated with this report unless the City Council provides direction to proceed with awarding a contract to the lowest-priced proposer. Funding for the State of the City event has been included in the adopted budget for the current fiscal year.

Attachments

Attachment No. 1 - Chef Dora Catering RFP Proposal.
Attachment No. 2 - Vucacious Catering Proposal
Attachment No. 3 - RFP 2026-05 SOTC Catering Services

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

The City of West Covina

2025 State of the City Event

CHEF DORA PRESENTS

REQUEST FOR PROPOSAL FOR CITY OF WEST COVINA

2025 STATE OF THE CITY EVENT, SEPTEMBER 4, 2025, WEST COVINA SPORTSPLEX

COVER LETTER

To Whom It May Concern:

On behalf of **Chef Dora Presents**, I am pleased to submit our proposal to provide **full-service catering** for the City of West Covina's 2025 State of the City event. We understand the importance of this prestigious gathering in celebrating the City's achievements, engaging community leaders, and delivering a first-class guest experience. Our team is committed to ensuring the evening reflects the excellence, professionalism, and hospitality that the City embodies.

Chef Dora Presents is a full-service catering company dedicated to delivering exceptional culinary experiences for corporate events, private celebrations, and large-scale community functions. Our proven ability to operate at scale—managing up to **15 high-end events in a single weekend** and averaging **46 deliveries daily**—ensures we can seamlessly execute for an audience of 550 distinguished guests.

We bring distinct advantages that align directly with your RFP requirements:

- **Streamlined, Reliable Operations** – Robust project management processes ensure timely preparation, elegant presentation, and smooth service from cocktail hour to dessert.
- **Agility & Adaptability** – Our experienced event team thrives on anticipating the unexpected, making on-the-spot adjustments to keep service flawless.
- **Sustainability Commitment** – Eco-friendly service items and food waste reduction practices that align with community values.
- **Proven Reputation** – A high rate of repeat business and exclusive clientele who value our exceptional hospitality, meticulous attention to detail, and culinary excellence.

We view the State of the City not simply as a catering engagement, but as a collaborative opportunity to help the City create a warm, engaging, and memorable experience for its guests. Our proposal outlines our **menu concepts, staffing plan, service methodology, and competitive pricing** to meet and exceed your expectations.

Thank you for the opportunity to present our qualifications. We look forward to the possibility of partnering with the City of West Covina to make this year's State of the City event truly unforgettable.

Sincerely,

Doralinda Cordts

CEO, Chef Dora Presents
2083 Torrance Blvd, Torrance CA 90501
(310) 857-9502 / dora@chefdorapresents.com

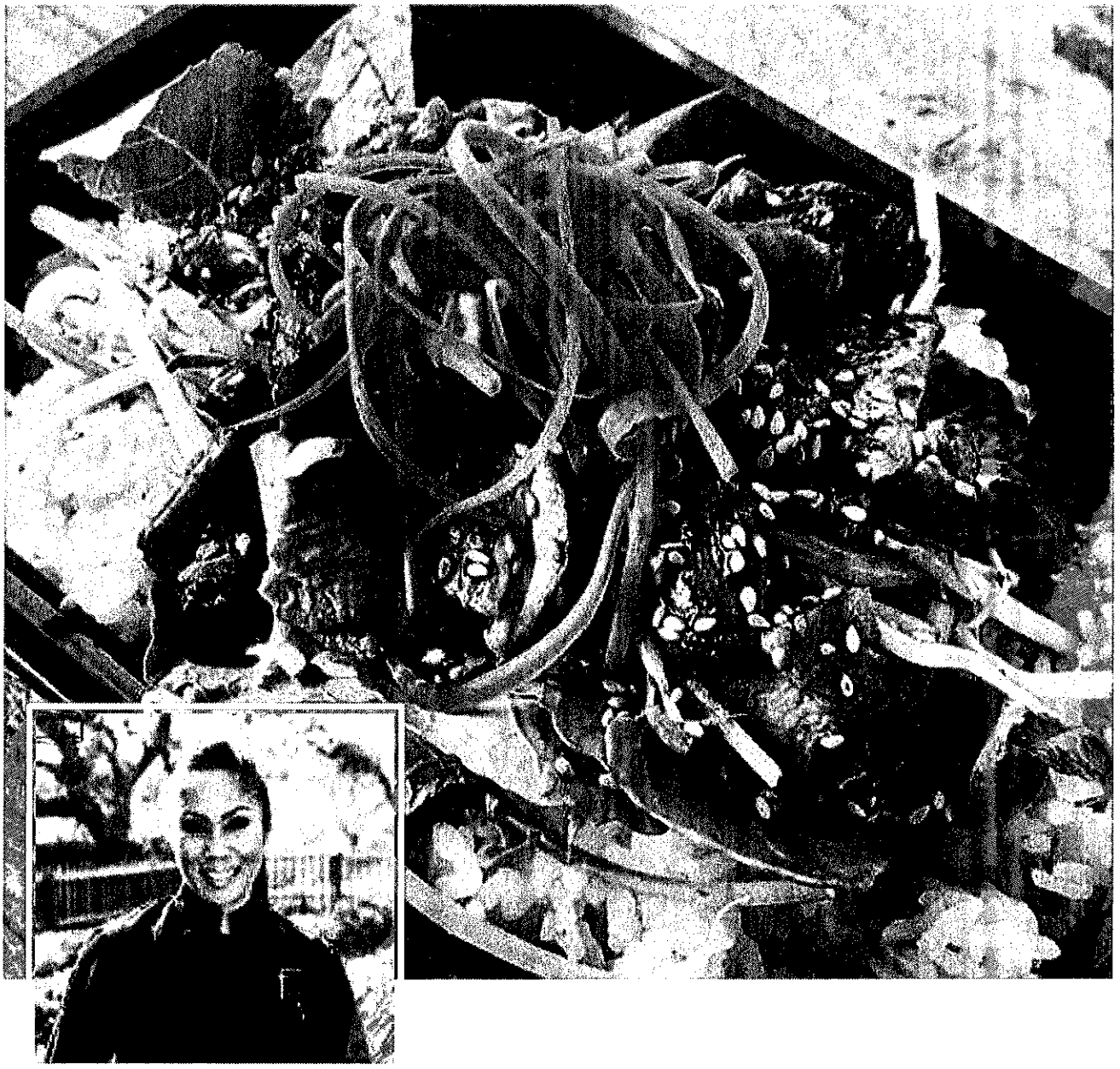
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CHEF DORA PRESENTS

REQUEST FOR PROPOSAL FOR CITY OF WEST COVINA

2025 STATE OF THE CITY EVENT, SEPTEMBER 4, 2025, WEST COVINA SPORTSPLEX



I. Project Summary

Chef Dora Presents understands the significance of the City of West Covina's State of the City event as a showcase of civic pride, community achievement, and vision for the future. This annual gathering brings together City officials, business leaders, residents, and stakeholders, and requires a catering partner capable of delivering an elegant, seamless, and memorable dining experience for approximately 550 guests.

Our team specializes in **full-service catering for high-profile events**, combining culinary creativity with operational precision. We will provide:

- Two **appetizer stations** for the cocktail hour, offering variety and visual appeal.
- A **seated dinner service** with at least two main entrée options, one vegetarian option, fresh salad, and complementary side dishes.
- **Two dessert stations** with refined, crowd-pleasing selections.
- **Non-alcoholic beverage stations** and optional **full bar service** featuring a City-selected signature drink.
- **Professional, uniformed waitstaff** ensuring timely and attentive table service (no buffet service).
- All required **equipment, serving ware, and rentals** to be fully self-sufficient on-site.

Chef Dora Presents will partner closely with City event staff to ensure the service reflects the City's values of professionalism, hospitality, and community connection. We will execute every stage (planning, preparation, service, and cleanup) with precision, ensuring the event runs flawlessly and leaves a lasting positive impression.



CHEF DORA PRESENTS

BANQUET EVENT ORDER (BEO)

EVENT OVERVIEW

EVENT:	**CITY OF WEST COVINA EMPLOYEE RECOGNITION EVENT**
DATE:	**SEPTEMBER 4, 2025**
GUEST COUNT:	**550**
SERVICE STYLE:	**2 APPETIZER STATIONS**
	PLATED FULL SERVICE DINNER
	ASSIGNED SEATING TBD
	2 DESSERT STATIONS
	2 HYDRATION STATIONS/ COFFEE AND TEA STATIONS
	OPTIONAL:
	FULL BAR/LICENSED BARTENDERS/ ABC LICENSE

STAFFING PLAN

SUPERVISORS (2)	**CHEF DORA AND EVENT SPECIALIST STUART EMERY**
CAPTAINS (4)	
CHEFS (12)	
SERVERS (31)	
BARTENDERS(5)	
BARBACKS (5)	
SCULLERY (4)	

EVENT TIMELINE

TIME	ACTIVITY
12:00-4:00 PM	Same Day Rental Delivery, Vendor. and Staff Arrival and Set Up
4:30PM	All Staff Meeting, Food and Beverage Stations Set, Staff in Uniform/ Dining Tables Set
5:00 PM	Set-Up Complete- Final Walkthrough
5:30 PM	Hydration/ Coffee and Tea Open
5:30 PM	Bar Open- TBD
5:30 PM	Appetizer Grazing Stations
6:30-7:30PM	Plated Salad / Bread and Butter/ Water Pre Poured
	Plated Dinner/DUO Entrée / Plus Vegetarian Option
7:30PM	Dessert Stations Open Staff Continue Bussing/Clearing/ Discreet Tear of Kitchen
9:00PM-11:0PM	Event Close/ Final Breakdown, Clean Up, Same Day Rental Pickup, Trash and Waste Removal, Venue Returned to Original Condition
11:00 PM	Final Walkthrough, and Staff Departure

REQUEST FOR PROPOSAL FOR CITY OF WEST COVINA

2025 STATE OF THE CITY EVENT, SEPTEMBER 4, 2025, WEST COVINA SPORTSPLEX

MENU

CHARCUTERIE GRAZING AND BITE STATIONS (2 SET UPS)

IMPORTED AND DOMESTIC CHEESES
PESTO DRIZZLED BURRATA
ITALIAN CURED MEATS
ACCOMPANIMENTS:
FRESH GRAPES, STRAWBERRIES, KALAMATA OLIVES
MARCONA ALMONDS, FIG JAM, DRIED FRUITS, DATES
TAPENADE, HUMMUS, AND FARMERS MARKET CRUDITE
ITALIN BREAD STICKS, GOURMET CRACKERS
GARLIC CROUSTADES FRENCH BREAD
FRESH HONEYCOMB

TOMATO CAPRESE SKEWERS WITH BALSAMIC GLAZE AND TRUFFLE OIL
CRISPY BIRRIA BEEF EGGROLLS
MINI THAI CHICKEN PIZZAS

PLATED DINNER SERVICE
INCLUDES WATER POURING SERVICE

SALAD COURSE
BRIE AND WONTON SALAD WITH SWEET CHILE VINAIGRETTE
FRESH BAKED BREAD AND BUTTER

ENTREE COURSE
DUO ENTRÉES:
MISO CABERNET BRAISED BONELESS SHORT RIB
APRICOT BRANDY GLAZED STUFFED CHICKEN BREAST
CARAMELIZED LONG STEM BABY CARROTS AND FARMERS MARKET VEGETABLES
KERRY GOLD PARMESAN MASHED POTATOES

VEGETARIAN OPTION:
SPINACH AND SUNDRRIED STUFFED TOMATO PORTOBELLO MUSHROOM
CARAMELIZED LONG STEM BABY CARROTS AND FARMERS MARKET VEGETABLES
KERRY GOLD PARMESAN MASHED POTATOES

FOR ADDITIONAL DELICIOUS MENU OPTIONS :

https://www.chefdorapresents.com/menu/events-menu-2025-expanded/

SWEET TREATS STATION (2 SET UPS)

MINI CRÈME BRULEE
LEMON BAR BITES
HOUSE MADE COCONUT MACAROONS
FRENCH MACARONS
DOUBLE CHOCOLATE BROWNIES
CHOCOLATE CHEESECAKE BITES
MINI FRUIT TARLETS
UBE COOKIES

HYDRATION STATIONS (2 SET UPS)

SPA WATER, ICED TEA, LEMONADE, ASSORTED SODAS
COFFEE AND TEA

OPTIONAL ADD ON:

HOSTED FULL BARS

BEER SERVICE
DOMESTIC/IMPORTED/CRAFT/MICROBREW (CHOICE OF THREE)

WINE SERVICE
CHARDONNAY, CABERNET SAUVIGNON,
PINOT NOIR, AND PINOT GRIGIO

SOFT DRINK SERVICE
COKE, DIET COKE, 7-UP, PERRIER, AND RED BULL

LIQUOR SERVICE
GREY GOOSE & TITO'S VODKA, TANQUERAY GIN, CHIVAS REGAL SCOTCH, CROWN ROYAL, JACK DANIELS, BACARDI RUM, MALIBU RUM, CAPTAIN MORGAN RUM, PATRON SILVER, OLLITAS TEQUILA, HENNESSEY COGNAC, JAMESON IRISH WHISKY, PADDY'S IRISH WHISKEY, KAHLUA, MIDORI, APPLE, TRIPLE SEC, AMARETTO, PEACH SCHNAPPS, LONG ISLAND ICED TEA

SIGNATURE COCKTAIL
HIGH ACHIEVER APEROL SPRITZ
WEST COVINA'S FINEST!

BAR SERVICES INCLUDE THE FOLLOWING:
UP TO FOUR (4) HOURS OF SERVICE, PORTABLE BAR(S),
BAR LINEN, NAPKINS, STRAWS,
CLEAR HARD PLASTIC GLASSWARE IN TWO SIZES, ICE.
ALL OPERATIONAL EQUIPMENT FOR YOUR BAR PACKAGE TYPE AND A FULL RANGE OF MIXES AND GARNISHES.
ABC LICENSED & LIQUOR LIABILITY INSURANCE ARE ALSO INCLUDED

Compliance, Health & Safety Standards

Chef Dora Presents (CDP) is fully committed to operating in strict adherence to all applicable **local, county, and state health and safety regulations**. We maintain current **business licenses** and will provide documentation upon request to confirm compliance.

Our company holds all **required permits** for food preparation, transport, and service, and we carry **comprehensive insurance coverage** that meets or exceeds the City of West Covina's requirements, including general liability, workers' compensation, and automobile coverage. Certificates of insurance can be provided with the executed agreement.

Food safety is integral to our operations. Our staff is trained and certified in proper **food handling, storage, and preparation practices**, ensuring all menu items are prepared in accordance with industry best practices and regulatory standards. Sanitation protocols include:

- Strict temperature controls for cooking, holding, and serving food.
- Segregation of raw and ready-to-eat foods to prevent cross-contamination.
- Frequent handwashing and use of gloves for all food-handling staff.
- Regular sanitization of all food preparation surfaces, tools, and equipment.
- Proper waste handling and disposal during and after the event.

Professionalism is a hallmark of CDP. Our team arrives **uniformed, punctual, and prepared**, representing both our brand and the City with the highest level of hospitality. Every member of our staff understands the importance of guest experience, safety, and maintaining the event's polished image from setup through final breakdown.

Our certifications with local agencies are important to solidify the trust within the communities we serve. We are an Approved Caterer for the Los Angeles County Aging & Disabilities Department. Our other certifications include: Community Business Enterprise (CBE) Preference Program, Minority Business Enterprise (MBE), and Women Business Enterprise (WBE).

By upholding these high standards in health, safety, and professional service, CDP ensures that the City of West Covina's State of the City event will be both **memorable and flawlessly executed**.

II. Methodology

Our methodology for delivering the State of the City catering services is built on **four pillars: planning, execution, quality, and adaptability**.

1. **Planning & Coordination**
   - Conduct a pre-event site visit and planning session with City representatives.
   - Finalize menu selections based on City preferences, dietary needs, and event theme.
   - Develop a detailed service timeline aligned with the City's event schedule.
   - Coordinate with City staff on load-in, setup, and venue logistics.
2. **Culinary Preparation & Quality Control**
   - Source fresh, high-quality ingredients from trusted suppliers.
   - Prepare all menu items under the supervision of our Executive Chef to ensure flavor consistency, presentation quality, and compliance with health and safety regulations.
   - Incorporate sustainability measures, including eco-friendly food service materials and food waste minimization.
3. **Service Execution**
   - Deploy a trained, uniformed service team to handle all aspects of table service, ensuring guests receive meals promptly and elegantly.
   - Staff bartenders and servers to City-approved ratios to maintain an attentive, polished service environment.
   - Maintain cleanliness and order at all food and beverage stations throughout the event.
4. **Adaptability & Contingency Management**
   - Prepare for last-minute adjustments in guest count, menu changes, or logistical challenges.
   - Maintain open lines of communication with City staff during the event for real-time coordination.
   - Execute a swift, complete post-event breakdown, ensuring the venue is returned to its original condition.

This approach ensures that Chef Dora Presents not only meets the City's RFP requirements but also delivers a **high-touch, guest-focused service** that elevates the State of the City into an unforgettable evening.

III. Fee Schedule

		QTY	COST	TOTAL
STATIONARY HD	CHARCUTERIE GRAZING AND BITES	550	$12.00	$6,600.00
PLATED DINNER	SALAD COURSE	550	$40.00	$22,000.00
	DUO ENTREE			
	2 SIDES			
TBD	VEGETARIAN OPTION/SAME SIDES			
	INCLUDES FRESH BAKED BREAD AND BUTTER			
	WATER POURING SERVICE			
STATIONARY DESSER	*SWEET TREATS STATIONS*	550	$11.00	$6,050.00
TBD HOSTED BAR	OPTIONAL FULL PREMIUM BAR	550	$28.00	$0.00
	SIGNATURE DRINK			
HYDRATION STATION	SPA WATER, LEMONADE, ICED TEA, SODAS	550	$4.00	$2,200.00
SIGNING BONUS	COFFEE AND TEA	550	$6.00	$0.00
	Half & Half, Non-Dairy Creamer, Flavored Creamers			
	Raw Sugar Cubes, Splenda, Vanilla Syrup, Caramel Syrup			
	$3300 VALUE			
RENTALS	DINING TABLES- 8P PER TABLE	69	$12.00	$828.00
	CHAIRS	552	$4.75	$2,622.00
	CHECK IN TABLES- TBD	6	$12.00	$72.00
	ALL PURPOSE GLASSES	600	$1.00	$600.00
	CHAMPAGNE FLUTES	552	$1.00	$552.00
	HD FORK, SALAD FORK, DINNER FORK, DESSERT FORK, KNIFE,TEASPO	552	$5.00	$2,760.00
	HD PLATES, SALAD PLATE, DINNER PLATE, DESSERT PLATE	552	$4.00	$2,208.00
	TABLE LINENS	81	$22.00	$1,782.00
	LINEN NAPKINS (INCL LINEN IN BREAD BASKETS)	648	$2.50	$1,620.00
	TRASH BINS	10	$6.00	$60.00
	STAGING TABLES- TBD	10	$12.00	$120.00

	BASED ON 4 HOUR EVENT/ SAME DAY RENTAL DROP OFF AND PICKUP			
OPTIONAL	*DAMAGE WAIVER/ INSURANCE*	1	$700.00	$700.00
	DELIVERY AND SAME DAY PICKUP FEE	1	$1,400.00	$1,400.00
			SUBTOTAL	$52,164.00
			10% CITY DISCOUNT	-$5,216.40
			STAFF PERSONNEL	$17,280.00
			TOTAL	$64,227.60
			22% Prod. Fee	$14,130.07
			Tax 10.25%	$8,031.66
			Gratuity	$0.00
			TOTAL	$86,389.33

IV. Excluded or Subcontracted Service

Chef Dora Presents will provide all services described in this proposal **in-house** using our own team of culinary professionals, service staff, and event management personnel.

We will **not** utilize subcontractors for any portion of the State of the City catering services. All menu planning, food preparation, service execution, equipment provision, and event coordination will be managed and performed directly by our company.

This approach ensures:

- **Full quality control** over every aspect of service.
- **Direct communication** between the City and our team, eliminating potential delays or miscommunication.
- **Consistency in staffing and standards**, as all personnel are trained to Chef Dora Presents' high expectations for hospitality, safety, and professionalism.

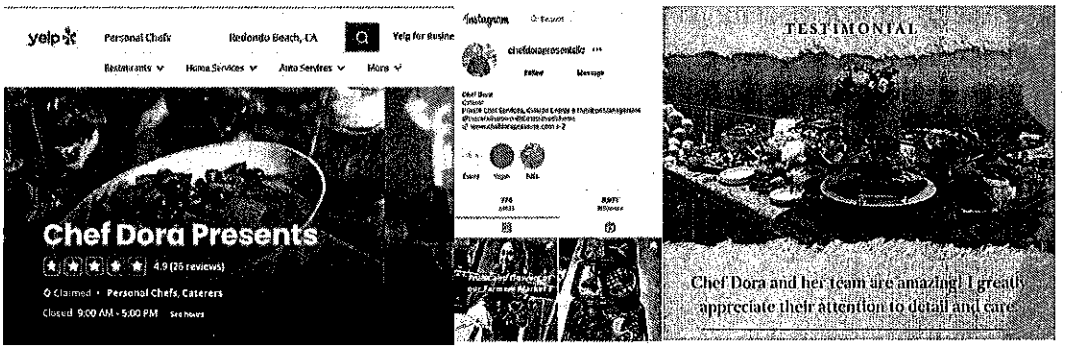
By keeping all work in-house, we can guarantee a seamless, integrated service experience that meets the City's standards and our own commitment to excellence.

V. List of Similar Services Completed

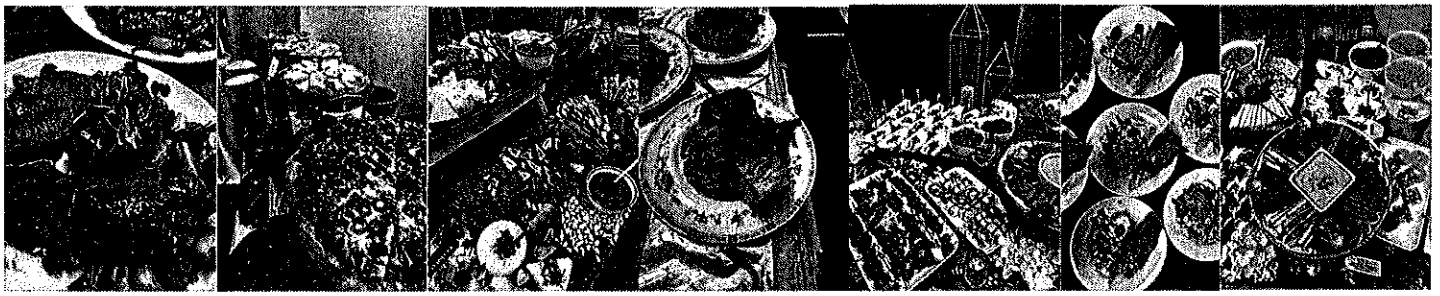
With over 170 years of combined experience, the staff at Chef Dora Presents excels in all forms of food and beverage service as well as high volume kitchen operations. Our approach emphasizes clear processes, effective communication, and continuous improvement, with the customer always at the center.

Chef Dora has other accolades to support her quality of service and food:

- 4.9 Stars on Yelp (26Reviews)
- Over 9,000 followers consisting of loyal clients who helped CDP grow their followers exponentially over the past few years



Below are similar services aligned with the scope of The City of West Covina's State of the City annual event.



PUNIALAVAA USA TOUR 2025
Crafted at the Port of Los Angeles
112 East 22nd Street
San Pedro, CA 90731

This event kicked off the US tour and was an unforgettable night of music and culture. This took place on 8/2/25 with 800-1000 guests.

Services included:

- Appetizers
- Single Entrée Dinner
- Buffet Service with 8 Set Ups
- Hydration Stations with 4 Set Ups
- Full Staffed Uniformed Servers & Chefs

SAIL GRAND PRIX- LOS ANGELES (Port of Long Beach)

We successfully executed the VIP guest tent at this international event with MBF Productions. During this event we shared hospitality with over **1050 guests**, which took place on 3/15/25. We created 2 identical grazing stations with eco-friendly biodegradable service ware.

Services included:

- Charcuterie and Grazing
- Sweet Treats Desserts
- High Tea Sandwiches
- Buffet Service with 2 Set Ups
- Full Staffed Uniformed Servers and Chefs

NORTHRUP GRUMMAN

Northrop holds their employee development event quarterly. We have successfully executed this delicious event 3 consecutive times. Menu consisted of 2 pre-determined choices, no assigned seating, with full China, glass, and silver service. Our uniformed servers took guest orders in triplicate at dining tables. This event took place on 12/5/24 at the Catalina Room with a 320 guest count.

Services included:

- Appetizers
- Plated Duo Entrée Dinner, Plus Vegetarian Option
- Coffee and Tea / 2 Set ups
- Full Staffed Uniformed Servers and Chefs

RICHSTONE NONPROFIT GALA & SILENT AUCTION

This star studded event took place at the South Bay Porsche Dealership on 4/23/22 with 350 guests.

Services included:

- Appetizers
- Plated Duo Entrée Dinner, Plus Vegetarian Option
- Plated Dessert
- Full Bar – 3 Set Ups
- Full Staffed Uniformed Servers and Chefs

Venice Family Clinic

VENICE FAMILY CLINIC ART WALK & AUCTION

This Venice Family Clinic event took place at a Popup Art Gallery in Venice with 400 guests on 5/10/25.

Services included:

- Beer, Wine, and Soft Bar – 2 Set ups
- Tray Passed Appetizers
- Tray Passed Desserts
- Fully Staffed Event with Uniformed Servers, Bartenders, and Chefs



VI. References

KAIO THOMPSON
Punialavaa USA Tour 2025
917-723-1893
KAIOTHOOMPSON092@GMAIL.COM

RYANNE HERAS
Underdog Team
305-726-3226
RYANNE.HERAS@UNDERDOGTEAM.COM

ASHLEY MALDONADO
Northrop Grumman
ASHLEY.MALDONADO@NGC.COM

BARBARA VAN REMEN
Richstone Non Profit Gala and Silent Auction
320-930-3915
BANIRO@AOL.COM

JANIE HASSELMAN
Palos Verdes Art Center
310-941-1772
HASSELUS@GMAIL.COM

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

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.
Doralina Paular Cordts

2 Business name/disregarded entity name, if different from above
Chef Dora Presents Ten Thousand LLC

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.

☑ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ 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.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
2112 Artesia Blvd #217

Requester's name and address (optional)

6 City, state, and ZIP code
Redondo Beach, CA 90278

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
[8][2] - [5][0][0][0][6][1][4]

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 ▶ *Doralinda Cordts* Date ▶ Aug 11, 2025

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.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

Doralinda Cordts
_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

Vucacious Catering LLC
1828 Lincoln Blvd, Suite B
Santa Monica, CA 90404
Phone: (310) 853-8005
Email: KimVu@vucacious.com
Website: www.vucacious.com

August 11, 2025

Jazmin Hernandez
Purchasing Manager
City of West Covina
1444 W Garvey Ave S, Room 308
West Covina, CA 91790

Re: Proposal Submission – 2025 State of the City Dinner

Dear Ms. Hernandez:

Vucacious Catering LLC is pleased to submit our proposal to provide full-service catering for the City of West Covina's 2025 State of the City Dinner. As a Santa Monica–based, women-owned business with over 12 years of experience delivering high-profile, large-scale events, we are confident in our ability to meet and exceed the requirements outlined in the City's Request for Proposals.

We understand the significance of this annual event as a premier civic occasion and will bring the highest level of culinary excellence, hospitality, and operational precision. Our proposed menu, *Celebration of Californian Farms*, showcases locally sourced, seasonal products from Californian farmers and purveyors. Our experienced service team will ensure a seamless guest experience from setup to final breakdown.

Please contact me directly with any questions or requests for additional information. I am authorized to bind Vucacious Catering LLC to all commitments made in this proposal.

Sincerely,

Signed electronically

Kim Vu
Owner
Vucacious Catering LLC

7.2 PROJECT SUMMARY

Vucacious Catering recognizes the 2025 State of the City Dinner as a distinguished occasion to celebrate West Covina's achievements, engage community stakeholders, and share the City's vision for the future. We understand that this event requires a formal seated dinner service for approximately 550 guests, preceded by a cocktail reception, and followed by dessert service, in accordance with the Scope of Services (Attachment E).

Our approach integrates:

- **Culinary Excellence** – A menu designed specifically for this event, *Celebration of Californian Farms*, featuring premium, locally sourced ingredients from California farms, Farmers Market–fresh produce, and handcrafted dishes to reflect the City's commitment to quality and hospitality.
- **Professional Service** – Uniformed, highly trained waitstaff providing table service for all guests; licensed bartenders providing both beer/wine service and a signature cocktail selected in collaboration with City staff.
- **Operational Reliability** – Complete provision of all food, beverage, staffing, equipment, and rentals required for service; precise adherence to the City's event timeline; and compliance with all local health and safety regulations.

The objective is to create an elevated guest experience that represents the City's values of excellence, professionalism, and community engagement.

7.3 METHODOLOGY

Planning and Coordination

- Confirm final menu selections with City staff and coordinate signature cocktail choice.
- Schedule logistics with venue management, City event staff, and Town and Country Event Rentals for equipment delivery.
- Assign lead Event Manager for point-of-contact duties on event day.

Event Execution Timeline (aligned to City schedule)

- **12:00 PM – Load-In:** Delivery of all food, bar supplies, and rental equipment. Installation of service areas, prep stations, and bars.

- **4:30 PM – Final Preparations:** Staff in uniform; all stations stocked; final service briefing.
- **5:30 PM – Cocktail Reception:** Two appetizer stations open; non-alcoholic beverages and full bar (if selected) operational.
- **6:30 PM – Dinner Service:** Two entrée options plus vegetarian option served to seated guests, with sides and fresh salad.
- **7:30 PM – Dessert Stations:** Two self-serve dessert stations opened; bars remain in service.
- **7:30–9:00 PM – Partial Breakdown:** Non-essential items cleared discreetly.
- **9:00 PM – Final Breakdown:** All catering equipment, rentals, trash, and food waste removed. Venue returned to original condition.

Quality Control

- Event Manager monitors all service points to ensure timeliness and quality.
- Redundant staff assigned for rapid response to service delays or guest needs.
- Compliance with all food safety, sanitation, and ABC regulations.

Vucacious Catering
1828 Lincoln Blvd Suite B
Santa Monica, CA 90404
Phone: 310-853-8005
Fax: 310-853-8005
www.vucacious.com

City of West Covina - State Of The City Dinner

Prepared For:	Jazmin Hernandez City of West Covina	**Event Date:**	9/4/2025 - Thursday
Address:	1444 W Garvey Ave S 308 West Covina, CA 91790	**Phone:**	Work: 626-939-8705
Email:	jhernandez@westcovina.org		
Proposal #:	5659	**Guest Count:**	550
Service Style:	Stations	**Occasion:**	Presentation
Account Manager:	Kim Vu kimvu@vucacious.com		
Venue:	West Covina SportsPlex 2100 S Azusa Ave West Covina, CA 91792	**Last Change:**	8/11/2025

Timeline:	11:00 AM Staff Kitchen Departure
	12:00 PM Staff Arrival - Load In
	2:00 PM Event Start
	5:30 PM Cocktail Reception Start
	6:30 PM Dinner Start
	7:30 PM Dessert Start
	9:00 PM Event End
	11:00 PM Staff Departure - Load Out

VUCACIOUS CATERING embodies the curious mind and scientific precision of Caltech-trained research scientist-turned-chef, Kim Vu. Combining her detail-oriented organization with her culinary prowess, Chef Kim started her company with a drive to perfect the catering industry as a hospitality-first business. At Vucacious, as we create the ultimate catering experience, impressive service and delicious food go hand in hand.

By sourcing seasonally and locally in Santa Monica, we achieve a level of complexity even in our simplest dishes. Because, from texture to flavor, the best ingredients speak for themselves. Influenced by Asian fusion, Latin fusion, and New American cuisine, our diverse team continuously experiments with new seasonal dishes that will elevate your event.

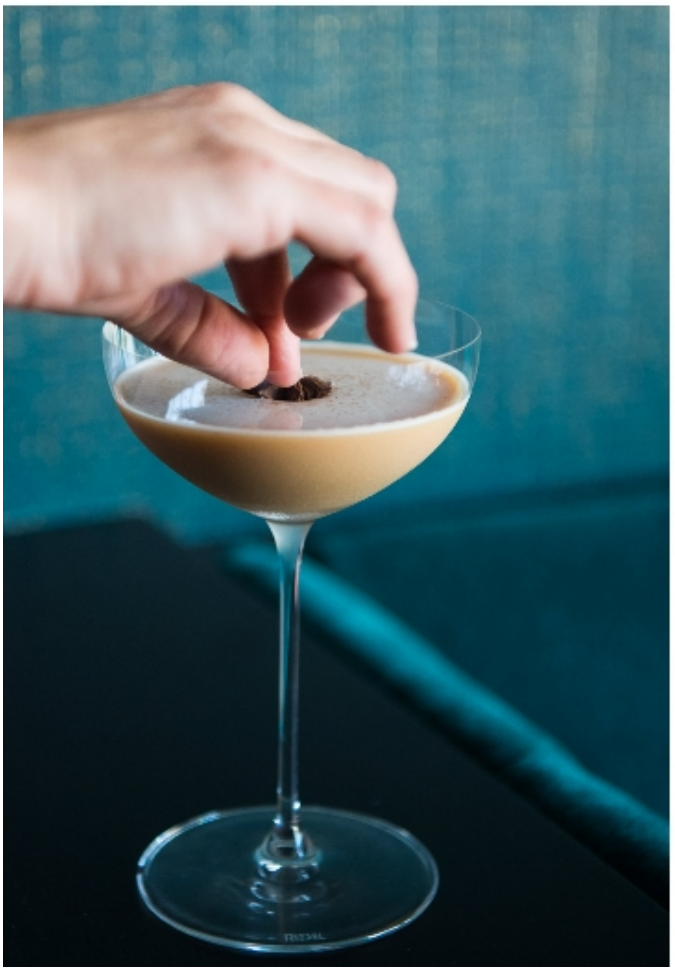
With full-service capabilities and a high level of professionalism, Vucacious takes the extra steps to ensure that your special occasion is a successful depiction of the experience you desire. We look forward to getting to know you, adding value to your gathering, and reinforcing the energy and culture of your group.













Welcome Appetizer Display

Chef's Choice Dinner

Antipasti Misti
Three Beautifully Plated Platters:

Italian Parma Ham / Dry Aged Salami / Capacola

Roasted Sweet Peppers / Grilled Fennel / Grilled Asparagus / Grilled Eggplant

Fresh Mozzarella / Provolone / Parmigiano Reggiano Cheeses

Assorted Cured Olives / Tomatoes / Dried & Fresh Fruit / Spiced Nuts / Breads & Crostini

Mediterranean Mezze
Seasonal Hummus / Weiser Farm Eggplant Baba Ganoush / Buttermilk Cucumber Tzatziki / Grilled Pita Bread / Santa Monica Farmers Market Rainbow Crudite Vegetables

Jumbo shrimp with black pepper cocktail sauce

Bacon Wrapped Dates
Bacon / Bautista Farm Dates / Balsamic Glaze

Hearts of Palm "Ceviche"
Tutti Frutti Farm Heirloom Tomato & Red Onion / JJ Ranch Avocados / Nori / Kafir Lime / Persian Cucumber / Tortilla Chips

Dinner Buffet

Heirloom Tomato Salad
Tutti Frutti Farm Tomatoes / Wild Arugula / Red Onion / Fresh Mozzarella / Toasted Hazelnuts / Balsamic Reduction Vinaigrette

Belgian Endive Salad
Grilled Tamai Farm Corn / Murray's Farm Dried Figs / Tutti Frutti Farm Tomato / Candied Walnut / Basil Vinaigrette

Red Wine Braised Brisket
Harris Natural Brisket / Weiser Farm Mixed Root Vegetables

Apricot Glazed & Lemongrass Marinated Chicken
Mary's Organic Chicken Breast / Microgreens

Eggplant Gratin Tart
Eggplant / Swiss Chard / Wild Mushrooms / Caramelized Onion / Zucchini / Goat Cheese / Port Salut / Parmigiano Reggiano

Rosemary Roasted Potatoes
Weiser Farm Potatoes / Fresh Rosemary

Dessert Station

Olson Farms Peach Cobbler
Classic Streusel Topping

Assorted Cookies
Chocolate Chip / Oatmeal Raisin / Chocolate Chocolate Chunk / Vegan Peanut Butter

Vegan Chocolate Brownies

Blueberry Streusel Bar

Lemon Poppy Seed Cake

Full Bar With Beer & Wine Plus A Signature Cocktail

Suggestions Below

Signature Cocktail Package

SPICY CUCUMBER MARGARITA
Arette Tequila Reposado / BroVo Orange Curacao / Fresh Pressed Cucumber Juice / Fresh Pressed Lime Juice / Jalepeno Syrup / Spicy Rim Salt / Limes

EARL GREY OLD FASIONED
Four Roses Bourbon / Earl Grey Demerera / Bergamot Bitters / Orange Peel

Food

Qty	Description		Unit Price		Total
550	Chef's Choice Dinner	T,S	$50.00		$27,500.00
125	Antipasti Misti	T,S	$0.00		$0.00
125	Mediterranean Mezze	T,S	$0.00		$0.00
125	Jumbo shrimp with black pepper cocktail sauce	T,S	$0.00		$0.00
125	Bacon Wrapped Dates	T,S	$0.00		$0.00
125	Hearts of Palm "Ceviche"	T,S	$0.00		$0.00
550	Heirloom Tomato Salad	T,S	$0.00		$0.00
550	Belgian Endive Salad	T,S	$0.00		$0.00
550	Red Wine Braised Brisket	T,S	$0.00		$0.00
550	Apricot Glazed & Lemongrass Marinated Chicken	T,S	$0.00		$0.00
550	Eggplant Gratin Tart	T,S	$0.00		$0.00
550	Rosemary Roasted Potatoes	T,S	$0.00		$0.00
125	Olson Farms Peach Cobbler	T,S	$0.00		$0.00
125	Assorted Cookies	T,S	$0.00		$0.00
125	Vegan Chocolate Brownies	T,S	$0.00		$0.00
125	Blueberry Streusel Bar	T,S	$0.00		$0.00
125	Lemon Poppy Seed Cake	T,S	$0.00		$0.00
550	Signature Cocktail Package	T,S	$0.00		$0.00
			Food Subtotal		$27,500.00

Beverage

Qty	Description		Unit Price		Total
550	House Full Bar	T,S	$30.00	Per Person	$16,500.00
	Includes all standard spirits: vodka, gin, rum, tequila, whiskey Includes all standard mixers: club soda, tonic water Includes all standard juices: lemon, lime, cranberry, orange, grapefruit Includes all standard syrups: simple, honey, demerera Includes all standard liqueurs: orange curacao, campari, aperol, bitters, dry vermouth, sweet vermouth Includes all standard garnishes: cherries, olives, lemons, limes, oranges Includes wine: red, white, rose, sparkling Includes beer: IPA, pilsner Includes waters: flat, sparkling Includes sodas: regular, diet Includes supplies: cocktail napkins, straws, cocktail picks Includes ice Includes bar kit Does not include tabling, labor, trash cans				
550	Coffee Service (Individual)	T,S	$3.00	Each	$1,650.00
	Caffe Luxxe Coffee / Decaf / Tazo Hot Tea / "Milks" / "Sugars" / Paper Hot Cups / Stirrers / Cocktail Napkins				
550	Lemonade	T,S	$3.00	Each	$1,650.00
	"Lemonade Stand" To Be Included In House Full Bar Cost Classic Lemonade / Strawberry Lemonade / Mint Iced Tea				
			Beverage Subtotal		$19,800.00

Rental

Qty	Description		Unit Price		Total
600	White Rim Dinner Plate	T,S	$1.05	Each	$630.00
1,200	White Rim Salad/Dessert Plate	T,S	$1.05	Each	$1,260.00

600	Dinner Forks	T,S	$1.20	Each	$720.00
600	Dinner Knives	T,S	$0.80	Each	$480.00
600	Dessert / Salad Fork Salad / Dessert Fork	T,S	$1.10	Each	$660.00
600	Dinner Spoon	S	$1.05	Each	$630.00
1,200	Perception Water Goblet	T,S	$1.10	Each	$1,320.00
1,200	Perception Wine Glass	T,S	$1.10	Each	$1,320.00
600	Double Old Fashioned Glass	T,S	$1.40	Each	$840.00
600	High Ball Glass	T,S	$1.40	Each	$840.00
600	Champagne Flute 5oz	T,S	$1.40	Each	$840.00
600	Footed Coffee Mug (Stackable, No Saucer Needed) Fine Rimmed	S	$1.10	Each	$660.00
600	Linen Napkins	T,S	$1.35	Each	$810.00
18	8'x30" Table	T,S	$9.95	Each	$179.10
24	Stainless Steel Chafer	S	$78.00	Each	$1,872.00
4	6 Ft Transit Cabinet	T,S	$250.00	Each	$1,000.00
2	33 Gallon Trash Can	T,S	$9.90	Each	$19.80
6	Trash Can, Slim Jim 23 Gallon Black	T,S	$10.00	Each	$60.00
1	Rentals Delivery Fee	T,S	$279.50	Each	$279.50
2	Timed Delivery/Pickup	T,S	$279.50	Each	$559.00
			Rental Subtotal		$14,979.40

Miscellaneous

Qty	Description		Unit Price		Total
550	Disposables Cocktail Napkins	T,S	$0.00		$0.00
			Miscellaneous Subtotal		$0.00

Staffing

Qty	Description		Unit Price		Total
6	Bartender	T,S	$39.50	11 hrs	$2,607.00
2	Chef	T,S	$49.50	11 hrs	$1,089.00
6	Cook	T,S	$39.50	11 hrs	$2,607.00
2	Event Manager	T,S	$49.50	11 hrs	$1,089.00
20	Server	T,S	$39.50	11 hrs	$8,690.00
			Staffing Subtotal		$16,082.00

Charges:	$78,361.40
20% Administrative Service Charge:	$15,672.28
Subtotal:	$94,033.68
9.75% Los Angeles Sales Tax 2025:	$8,859.99
Post-Tax Subtotal:	$102,893.67
Payments:	$0.00

Total:	$102,893.67
Gratuity:	_____
Balance Due:	_____

Deposit Due: **8/22/2025** **50% Deposit Amount:** **$51,446.84**

Signer Name: _____

Sign Date: _____

7.5 EXCLUDED OR SUBCONTRACTED SERVICES

Vucacious Catering will subcontract rental equipment through **Town and Country Event Rentals**, a leading Southern California event rental provider with extensive experience in municipal, corporate, and large-scale events. Their services will include delivery, setup, and retrieval of all dinnerware, glassware, flatware, linens, service equipment, and auxiliary items as specified in our proposal.

All cooking, food preparation, staffing, bar service, and waste removal will be performed by Vucacious Catering staff.

7.6 LIST OF SIMILAR SERVICES COMPLETED

Client/Agency	Contact Person	Dates	Summary of Services
SP+	[Contact on file]	February 13, 2022	Catered transportation crew for Super Bowl 2022 – provided 2,500 boxed meals for drivers over one day.
Skechers USA	[Contact on file]	October 2024	One-month catering contract – 150 meals (breakfast, lunch, afternoon snack) daily, Monday–Friday.
Fox Sports NFL Division	Melissa Garcia	Aug 2022–Feb 2023	Weekly catering for NFL production team – 465 meals for breakfast, lunch, and dinner every Sunday.

7.7 REFERENCES

1. **Len Lanzi**
   Stubbs Alderton
   Email: llanzi@stubbsalderton.com
   Phone: (310) 499-3162

2. **Melissa Garcia**
   Fox Sports
   Email: melissa.garcia@fox.com
   Phone: (619) 301-8081

3. **Erin Whitaker**
   Parker Whitaker Productions
   Email: erin@parkerwhitaker.com
   Phone: (253) 678-1529

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigned declares:
I am the Owner of Vucacious Catering LLC, 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 Aug 11, 2025 [date], at Santa Monica, CA 90403 [city, state].

Firm Vucacious Catering LLC

(Signature)

Phuong Kim Vu Pariser / Owner
(Print Name & Title)

Street 1828 Lincoln Blvd Suite B

City Santa Monica State CA Zip 90403

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Contractor] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Contractor] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: Vucacious Catering LLC

By: Phuong Kim Vu Pariser

Title: Owner

Date: August 11, 2025

SUBCONTRACTOR:

Company: NOT APPLICABLE

By: _____

Title: _____

Date: _____

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- ( ) Exact Phrase

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"West Covina" ×

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- Exclusion Program
- Location
- Dates

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Norberto Murillo Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Oct 8, 2024
Termination Date
Oct 7, 2027

Mario Arevalo Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Oct 9, 2002
Termination Date
Indefinite

Robert Molina Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91740 USA

Exclusion
Classification
Individual
Activation Date
Apr 14, 1995
Termination Date
Indefinite

Amado Cabuntala Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
May 8, 1995
Termination Date
Indefinite

Carlos Luansing Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Feb 6, 1998
Termination Date
Indefinite

Josefina Cairoli Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Jan 2, 2001
Termination Date
Indefinite

Leslie W. Hager Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address

Exclusion
Classification
Individual
Activation Date
Jan 14, 2002
Termination Date

West Covina, CA 91790 USA

Indefinite

Paul W. Morales Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Apr 20, 1999
Termination Date
Indefinite

Tabla Barbor Glomah Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Dec 26, 2001
Termination Date
Indefinite

Robin Anne Platt Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Sep 21, 2000
Termination Date
Indefinite

BRIGIDA LACAYANGA DEJESUS Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91722 USA

Exclusion
Classification
Individual
Activation Date
Apr 18, 2019
Termination Date
Indefinite

RAYMOND PIERRE LIMANSKY Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Jan 15, 2011
Termination Date
Indefinite

Norman K. Wong Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Mar 18, 1999
Termination Date
Indefinite

Rhodara Larida-Empeno Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Jun 25, 1993
Termination Date
Indefinite

NT Gruas, Inc. Active

Unique Entity ID
EFA3BZSBAY43
CAGE Code
(blank)
Physical Address
524 N. Vincent Avenue, West Covina, CA 91790 USA

Exclusion
Classification
Special Entity Designation
Activation Date
Oct 8, 2024
Termination Date
Oct 7, 2027

Mengshu Teng Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Jul 2, 2025
Termination Date
Jul 2, 2028

Sheryl Laverne Tobias Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Jan 2, 2001
Termination Date
Indefinite

Shaojian Wang Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Feb 10, 2025
Termination Date
Feb 10, 2028

JEFFRIE CHARN MANEEPETASUT Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Oct 20, 2021
Termination Date
Indefinite

Yan Li Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Jul 2, 2025
Termination Date
Jul 2, 2028

RICHARD SINCONIEGUE JR Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Aug 20, 2018
Termination Date
Indefinite

RAYMOND LIMANSKY MD INC Active

Unique Entity ID

Exclusion
Classification
Firm

DZLLZA7FQL69
CAGE Code
(blank)
Physical Address
1433 W MERCED AVE STE 220, WEST COVINA, CA 91790 USA

Activation Date
Jan 15, 2011
Termination Date
Indefinite

Jose Luis RODRIGUEZ

Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Sep 29, 2006
Termination Date
Indefinite

Joe L. RODRIGUEZ

Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Sep 29, 2006
Termination Date
Indefinite

Yulan Yang

Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Jul 25, 2023
Termination Date
Jul 25, 2026

UCAN Foods Inc.

Active

Unique Entity ID
Q52DVAU6LL84
CAGE Code
(blank)
Physical Address
2045 Abrazo Dr, West Covina, CA 91791 USA

Exclusion
Classification
Special Entity Designation
Activation Date
Feb 10, 2025
Termination Date
Feb 10, 2028

Royal Source Trading, Inc.

Active

Unique Entity ID
D953PMAM6997
CAGE Code
(blank)
Physical Address
100 N. Barranca Ave, Suite 712, West Covina, CA 91791 USA

Exclusion
Classification
Special Entity Designation
Activation Date
Jul 25, 2023
Termination Date
Jul 25, 2026

STEVEN P RODRIGUEZ

Active

Unique Entity ID
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CAGE Code
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Physical Address
WEST COVINA, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Mar 20, 2014
Termination Date
Indefinite

Mario Arevalo

Active

Unique Entity ID
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CAGE Code
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Exclusion
Classification
Individual
Activation Date
Jul 18, 2002

Physical Address
West Covina, CA 91792 USA

Termination Date
Indefinite

Josefina Cairoli Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91791 USA

Exclusion
Classification
Individual
Activation Date
Oct 19, 2000
Termination Date
Indefinite

Carlos Luansing Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Sep 4, 1997
Termination Date
Indefinite

Robert Molina Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91740 USA

Exclusion
Classification
Individual
Activation Date
Apr 14, 1995
Termination Date
Indefinite

Amado Cabuntala Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
May 8, 1995
Termination Date
Indefinite

Sheryl Laverne Tobias Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Oct 19, 2000
Termination Date
Indefinite

Paul W. Morales Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Jan 20, 1999
Termination Date
Indefinite

CLAUDIA BRANDI NAVARRO Active

Unique Entity ID
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CAGE Code
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Physical Address
WEST COVINA, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Mar 20, 2006
Termination Date
Indefinite

Tabla Barbor Glomah Active

Unique Entity ID
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CAGE Code
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Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
Oct 18, 2001
Termination Date
Indefinite

RAYMOND PIERRE LIMANSKY Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Nov 18, 2010
Termination Date
Indefinite

Leslie W. Hager Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Oct 18, 2001
Termination Date
Indefinite

Robin Anne Platt Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA

Exclusion
Classification
Individual
Activation Date
May 18, 2000
Termination Date
Indefinite

Norman K. Wong Active

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Dec 20, 1998
Termination Date
Indefinite

Rhodara Larida-Empeno Active

Unique Entity ID
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CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA

Exclusion
Classification
Individual
Activation Date
Jun 25, 1993
Termination Date
Indefinite

RAYMOND LIMANSKY MD INC Active

Unique Entity ID
DZLLZA7FQL69
CAGE Code
(blank)
Physical Address
1433 W MERCED AVE STE 220, WEST COVINA, CA 91790 USA

Exclusion
Classification
Firm
Activation Date
Nov 18, 2010
Termination Date
Indefinite

KEITH CANLAPAN Active

Unique Entity ID

Exclusion
Classification

(blank)
CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91791 USA

Individual
Activation Date
Oct 27, 2020
Termination Date
Indefinite

JEFFRIE CHARN MANEEPETASUT Active

Exclusion

Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
WEST COVINA, CA 91792 USA

Classification
Individual
Activation Date
Nov 30, 2021
Termination Date
Indefinite

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- ( ) Exact Phrase

e.g. 123456789, Smith Corp

"West Covina" ×

vucacious ×

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Excluded Entity

Federal Organizations

Exclusion Type

Exclusion Program

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External Resources

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Inszone Insurance Services, LLC 2721 Citrus Road, Suite A Rancho Cordova, CA 95742 License#: 0F82764	**CONTACT NAME:** Certificate Team **PHONE (A/C, No, Ext):** 877-308-9663 **FAX (A/C, No):** 916-400-2625 **E-MAIL ADDRESS:** certs@inszoneins.com
INSURED Vucacious Catering, LLC 1828 Lincoln Blvd., Ste. B Santa Monica, CA 90404 VUCACAT-01	**INSURER(S) AFFORDING COVERAGE** / **NAIC #** **INSURER A :** Oregon Mutual Insurance Company / 14907 **INSURER B :** Markel Insurance Company / 38970 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 272263720 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	CMO 50 2 3925438	5/16/2025	5/16/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [ ]	Y	Y	CMO 50 2 3925438	5/16/2025	5/16/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000	Y	Y	CMO 50 2 3925438	5/16/2025	5/16/2026	EACH OCCURRENCE AGGREGATE 	$ 1,000,000 $ 1,000,000 $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	MWC0213142-03	5/16/2025	5/16/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A A	Liquor Liability Liquor Liability			CMO 50 2 3925438 CMO 50 2 3925438	5/16/2025 5/16/2025	5/16/2026 5/16/2026	Aggregate Limit Each Common Cause	$2,000,000 $1,000,000

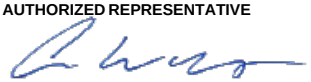
X **DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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OREGON MUTUAL INSURANCE COMPANY
GENERAL LIABILITY
CLUSTER ENDORSEMENT

M2887L (12-16)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

COVERAGE SUMMARY

This is a summary of the coverages provided by this endorsement. This coverage is subject to the provisions applicable to the Common Policy Conditions, Commercial General Liability Coverage Form (CG 00 01), and Mutual Policy Conditions. Coverage in those forms is either replaced or extended to provide the coverages described in this endorsement. All definitions and exclusions in forms identified above also apply unless otherwise specifically changed herein. Defined terms appear in quotes. If there is coverage for the same loss or damage in either the Commercial General Liability Coverage Form or other endorsements attached to this policy, the limits provided in this endorsement will be paid in excess of those other limits.

Refer to the following pages for coverage details.

Automatic Additional Insured	Included
Damage To Temporary Structures	$25,000
Primary and Noncontributory Insurance	Included
Product Recall	$25,000
Reasonable Force	Included
Unintentional Failure To Disclose Hazards	Included
Waiver Of Subrogation	Included

AUTOMATIC ADDITIONAL INSURED

The following is added under **SECTION II – WHO IS AN INSURED**:

4. The following are included as additional insureds:

a. Any person or organization with whom you have entered into an "insured contract", agreement, or permit; and

b. Have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy; and

c. Where a certificate of insurance showing such person(s) or organization(s) as an additional insured has been issued; and

d. When the "insured contract" and the certificate are currently effective or become effective during the term of the policy and are executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

(1) Your acts or omissions; or

(2) The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

i. Only applies to the extent permitted by law; and

ii. Will not be broader than that which you are required by the "insured contract"; or

iii. Will not be broader than that which you are required by the contract or agreement with the additional insured.

DAMAGE TO TEMPORARY STRUCTURES

A. Under **SECTION I – COVERAGES, 2. Exclusions,** Paragraph **j. Damage To Property**, Paragraphs **(3)** and **(4)** do not apply to temporary structures loaned or rented to you, while in your care, custody or control.

B. Limits of Insurance

The most we will pay for damage to temporary structures under this coverage is $25,000.

PRIMARY AND NONCONTRIBUTORY INSURANCE

The following is added to **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**:

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

A. This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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PRODUCT RECALL

A. Coverage

We will reimburse you for "product recall expenses" incurred by you because of a "product recall" to which this insurance applies.

Under **SECTION I – COVERAGES, 2. Exclusions,** Paragraph **n. Recall Of Products, Work Or Impaired Property** is replaced with:

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

1. "Your product", or
2. "Your work"; or
3. "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected "defect", deficiency, inadequacy or dangerous condition in it, but this exclusion does not apply to "product recall expense" that you incur due to a covered "product recall" of "your product".

B. Exclusions

This insurance does not apply to "product recall expense" arising out of:

1. Breach of warranty and failure to conform to intended purpose. This exclusion does not apply if such failure has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".
2. Infringement of copyright, patent, trade secret, trade dress, or trademark.
3. Deterioration, decomposition, or chemical transformation. This exclusion does not apply if it is caused by:
   - **(a)** An error in manufacturing, design, or processing; or
   - **(b)** Transportation of "your product"; or
   - **(c)** "Product tampering"; or
4. Loss of goodwill, market share, revenue, "profit", or costs of redesigning "your product"; or
5. Expiration of shelf life; or
6. A known defect if it was known to exist by the Named Insured or the Named Insured's "executive officers", prior to the date when this coverage was first issued, or prior to the time "your product" leaves your control or possession; or
7. A recall for products which have been otherwise excluded under "bodily injury" or "property damage"; or
8. A recall initiated because "your product" or a portion or "your product" has been banned from the market by an authorized government entity prior the date this "product recall" coverage was first issued, or distributed and sold by you subsequent to any government ban; or
9. The defense of a claim or "suit" against you for liability arising out of a "product recall"; or
10. Any compensatory damages, fines, penalties, punitive or exemplary or other non-compensatory damages imposed upon the insured.

C. Limits of Insurance

The most we will pay for losses occurring in any one "product recall" is $25,000.

D. Definitions

1. "Defect" means a "defect", deficiency or inadequacy that creates a dangerous condition.
2. "Product recall" means the recall or withdrawal of "your product" from the market or from use by any other person or organization because of known or suspected "defects" which has caused or is reasonably expected to cause "bodily injury" or "physical damage" to tangible property other than "your product". Electronic data is not tangible property.
3. "Product recall expense" means those reasonable and necessary extra expenses listed below, paid and directly related to a "product recall":
   - **(a)** Costs of notification;
   - **(b)** Costs of stationary, envelopes, production of announcements and postage or facsimiles;
   - **(c)** Costs of overtime paid to your regular non-salaried employees and costs incurred by such employees, including costs of transportation and accommodations;
   - **(d)** Costs of computer time;
   - **(e)** Costs of hiring independent contractors and other temporary employees;
   - **(f)** Costs of transportation, shipping or packaging;
   - **(g)** Costs of warehouse or storage space; or
   - **(h)** Costs of proper disposal of "your products" or products that contain "your products", that cannot be reused, not exceeding your initial purchase price or your cost to produce the product whichever is less.

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4. "Product tampering" means an act of intentional alteration of "your product" which has caused or is reasonably expected to cause "bodily injury" or "property damage" to tangible property other than "your product".

   When "product tampering" is known, suspected, or threatened, a "product recall" will be limited to those batches of "your product" known or suspected to have been tampered with.

   For the purposes of this insurance, electronic data is not tangible property.

5. "Profit" means the positive gain from business operation after subtracting for all expenses.

REASONABLE FORCE

Under **SECTION I – COVERAGES, 2. Exclusions,** Paragraph **a. Expected Or Intended Injury** has been replaced with:

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any persons or property.

UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

The following is added to **SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **6. Representations**:

Any unintentional failure to disclose all exposures or hazards existing as of the effective date of the Commercial General Liability Coverage Form or at any time during the policy period will not invalidate or adversely affect the coverage for such exposure or hazard. However, you must report the undisclosed exposure or hazard to us as soon as reasonably possible after the exposure or hazard is discovered.

WAIVER OF SUBROGATION

The following is added to **SECTION IV. – COMMERCIAL GENERAL LIABILITY CONDITIONS,** Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us**:

This condition does not apply to any person or organization to which you waived this condition by written contract or agreement, but only to the extent that subrogation is waived prior to the "bodily injury" or "property damage" under a contract with that person or organization.

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The following is added as an Additional Coverage:

SECTION 2 – DEFENSE AND LIABILITY

DEFENSE AND LIABILITY COVERED CAUSE OF LOSS

Coverage under this Data Compromise Coverage endorsement applies only if all three of the conditions in DATA COMPROMISE – COVERED CAUSE OF LOSS are met.

Only with regard to Section 2 – Defense and Liability coverage, the following conditions must also be met:

1. You have provided notifications and services to "affected individuals" in consultation with us pursuant to Response Expenses coverage; and
2. You receive notice of a "data compromise suit" brought by one or more "affected individuals" or by a governmental entity on behalf of one or more "affected individuals"; and
3. Notice of such "data compromise suit" is received by you within two years of the date that the "affected individuals" are notified of the "personal data compromise"; and
4. Such "data compromise suit" is reported to us as soon as practicable, but in no event more than 60 days after the date it is first received by you.

COVERAGE – SECTION 2

If all of the conditions listed above in DEFENSE AND LIABILITY – COVERED CAUSE OF LOSS have been met, then we will provide coverage for "data compromise defense costs" and "data compromise liability" directly arising from the covered cause of loss.

LIMITS – SECTION 2

The most we will pay under Defense and Liability coverage is the Data Compromise Defense and Liability Limit indicated for this endorsement.

The Data Compromise Defense and Liability Limit is an annual aggregate limit. This amount is the most we will pay for all loss covered under Section 2 (other than post-judgment interest) arising out of all "personal data compromise" events which are first discovered by you during the present annual policy period. This limit applies regardless of the number of "personal data compromise" events discovered by you during that period.

A "personal data compromise" may be first discovered by you in one policy period but cause covered costs in one or more subsequent policy periods. If so, all covered costs (other than post-judgment interest) arising from such "personal data compromise" will be subject to the Data Compromise Defense and Liability Limit applicable to the policy period when the "personal data compromise" was first discovered by you.

The most we will pay under Defense and Liability coverage for loss arising from any "malware-related compromise" is the Named Malware (Sec. 2) sublimit indicated for this endorsement. For the purpose of the Named Malware (Sec. 2) sublimit, all "malware-related compromises" that are caused, enabled or abetted by the same virus or other malicious code are considered to be a single "personal data compromise". This sublimit is part of, and not in addition to, the Defense and Liability Limit.

DEDUCTIBLE – SECTION 2

Defense and Liability coverage is subject to the Defense and Liability Deductible indicated for this endorsement. You shall be responsible for such deductible amount as respects each "data compromise suit" covered under this endorsement.

EXCLUSIONS, ADDITIONAL CONDITIONS AND DEFINITIONS APPLICABLE TO BOTH SECTION 1 AND SECTION 2

EXCLUSIONS

The following additional exclusions apply to this coverage:

We will not pay for costs arising from the following:

1. Your intentional or willful complicity in a "personal data compromise".
2. Any criminal, fraudulent or dishonest act, error or omission, or any intentional or knowing violation of the law by you.
3. Any "personal data compromise" occurring prior to the date that this Data Compromise Coverage endorsement, or any coverage substantially similar to that described in this endorsement, was first added to this policy.
4. Costs to research or correct any deficiency. This includes, but is not limited to, any deficiency in your systems, procedures or physical security that may have contributed to a "personal data compromise".
5. Any fines or penalties. This includes, but is not limited to, fees or surcharges from affected financial institutions.
6. Any criminal investigations or proceedings.
7. Any extortion or blackmail. This includes, but is not limited to, ransom payments and private security assistance.
8. Any "personal data compromise" involving data that is being transmitted electronically, unless such data is encrypted to protect the security of the transmission.
9. Your reckless disregard for the security of "personally identifying information" or "personally sensitive information" in your care, custody or control.
10. That part of any "data compromise suit" seeking any non-monetary relief.

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ADDITIONAL CONDITIONS

The following Additional Conditions apply to all coverages under this endorsement.

1. **Data Compromise Liability Defense**
   a. We shall have the right and the duty to assume the defense of any applicable "data compromise suit" against you. You shall give us such information and cooperation as we may reasonably require.
   b. You shall not admit liability for or settle any "data compromise suit" or incur any defense costs without our prior written consent.
   c. If you refuse to consent to any settlement recommended by us and acceptable to the claimant, we may then withdraw from your defense by tendering control of the defense to you. From that point forward, you shall, at your own expense, negotiate or defend such "data compromise suit" independently of us. Our liability shall not exceed the amount for which the claim or suit could have been settled if such recommendation was consented to, plus defense costs incurred by us, and defense costs incurred by you with our written consent, prior to the date of such refusal.
   d. We shall not be obligated to pay any damages or defense costs, or to defend or continue to defend any "data compromise suit", after the Data Compromise Defense and Liability Limit has been exhausted.
   e. We shall pay all interest on that amount of any judgment within the Data Compromise Defense and Liability Limit which accrues:
      (1) After entry of judgment; and
      (2) Before we pay, offer to pay or deposit in court that part of the judgment within the Data Compromise Defense and Liability Limit or, in any case, before we pay or offer to pay the entire Data Compromise Defense and Liability Limit.

   These interest payments shall be in addition to and not part of the Data Compromise Defense and Liability Limit.

2. **Duties in the Event of a "Data Compromise Suit"**
   a. If a "data compromise suit" is brought against you, you must:
      (1) Immediately record the specifics of the "data compromise suit" and the date received; and
      (2) Provide us with written notice, as soon as practicable, but in no event more than 60 days after the date the "data compromise suit" is first received by you.
      (3) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "data compromise suit";
      (4) Authorize us to obtain records and other information;
      (5) Cooperate with us in the investigation, settlement or defense of the "data compromise suit";
      (6) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to you because of loss to which this insurance may also apply; and
      (7) Not take any action, or fail to take any required action, that prejudices your rights or our rights with respect to such "data compromise suit".
   b. You may not, except at your own cost, voluntarily make a payment, assume any obligation, or incur any expense without our prior written consent.
   c. If you become aware of a claim or complaint that may become a "data compromise suit", you shall promptly inform us of such claim or complaint.

3. **Due Diligence**

   You agree to use due diligence to prevent and mitigate costs covered under this endorsement. This includes, but is not limited to, complying with, and requiring your vendors to comply with, reasonable and industry-accepted protocols for:
   a. Providing and maintaining appropriate physical security for your premises, computer systems and hard copy files;
   b. Providing and maintaining appropriate computer and Internet security;
   c. Maintaining and updating at appropriate intervals backups of computer data;
   d. Protecting transactions, such as processing credit card, debit card and check payments; and
   e. Appropriate disposal of files containing "personally identifying information" or "personally sensitive information", including shredding hard copy files and destroying physical media used to store electronic data.

4. **Legal Advice**

   We are not your legal advisor. Our determination of what is or is not covered under this Data Compromise Coverage endorsement does not represent advice or counsel from us about what you should or should not do.

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5. **Pre-Notification Consultation**

You agree to consult with us prior to the issuance of notification to "affected individuals". We assume no responsibility under this Data Compromise Coverage for any services promised to "affected individuals" without our prior agreement. If possible, this pre-notification consultation will also include the designated service provider(s) as agreed to under Additional Condition 6. Service Providers. You must provide the following at our pre-notification consultation with you:

a. The exact list of "affected individuals" to be notified, including contact information.

b. Information about the "personal data compromise" that may appropriately be communicated with "affected individuals".

c. The scope of services that you desire for the "affected individuals". For example, coverage may be structured to provide fewer services in order to make those services available to more "affected individuals" without exceeding the available Response Expenses Limit.

6. **Service Providers**

a. We will only pay under this Data Compromise Coverage for services that are provided by service providers approved by us. You must obtain our prior approval for any service provider whose expenses you want covered under this Data Compromise Coverage. We will not unreasonably withhold such approval.

b. Prior to the Pre-Notification Consultation described in Additional Condition 5. above, you must come to agreement with us regarding the service provider(s) to be used for the Notification to Affected Individuals and Services to Affected Individuals. We will suggest a service provider. If you prefer to use an alternate service provider, our coverage is subject to the following limitations:

(1) Such alternate service provider must be approved by us;

(2) Such alternate service provider must provide services that are reasonably equivalent or superior in both kind and quality to the services that would have been provided by the service provider we had suggested; and

(3) Our payment for services provided by any alternate service provider will not exceed the amount that we would have paid using the service provider we had suggested.

7. **Services**

The following conditions apply as respects any services provided to you or any "affected individual" by us, our designees or any service firm paid for in whole or in part under this Data Compromise coverage:

a. The effectiveness of such services depends on your cooperation and assistance.

b. All services may not be available or applicable to all individuals. For example, "affected individuals" who are minors or foreign nationals may not have credit records that can be provided or monitored. Service in Canada will be different from service in the United States and Puerto Rico in accordance with local conditions.

c. We do not warrant or guarantee that the services will end or eliminate all problems associated with the covered events.

d. You will have a direct relationship with the professional service firms paid for in whole or in part under this coverage. Those firms work for you.

DEFINITIONS

With respect to the provisions of this endorsement only, the following definitions are added:

1. "Affected Individual" means any person who is your current, former or prospective customer, client, member, owner, director or employee and whose "personally identifying information" or "personally sensitive information" is lost, stolen, accidentally released or accidentally published by a "personal data compromise" covered under this endorsement. This definition is subject to the following provisions:

a. "Affected individual" does not include any business or organization. Only an individual person may be an "affected individual".

b. An "affected individual" must have a direct relationship with your interests as insured under this policy. The following are examples of individuals who would not meet this requirement:

(1) If you aggregate or sell information about individuals as part of your business, the individuals about whom you keep such information do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.

(2) If you store, process, transmit or transport records, the individuals whose "personally identifying information" or "personally sensitive information" you are storing, processing, transmitting or transporting for another entity do not qualify as "affected individuals". However, specific individuals may qualify as "affected individuals" for another reason, such as being an employee of yours.

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BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against any person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

1. Blanket Waiver

   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 05/16/2025 Policy No. MWC0213142-03 Endorsement No.

Insured: Vucacious Catering LLC Premium $(See Attached)

Insurance Company: Markel Insurance Company Countersigned by _____

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COMMERCIAL LIABILITY UMBRELLA COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section **II** – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section **V** – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section **III** – Limits Of Insurance; and

(2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "bodily injury" and "property damage" only if:

(1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

d. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

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e. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph **1.a.** of Section **II** – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

(1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;

(2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or

(3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

f. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

(1) Causing or contributing to the intoxication of any person;

(2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

(3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

(a) The supervision, hiring, employment, training or monitoring of others by that insured; or

(b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph **(1)**, **(2)** or **(3)** above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. ERISA

Any obligation of the insured under the Employee Retirement Income Security Act of 1974 (ERISA), and any amendments thereto or any similar federal, state or local statute.

f. Auto Coverages

(1) "Bodily injury" or "property damage" arising out of the ownership, maintenance or use of any "auto" which is not a "covered auto"; or

(2) Any loss, cost or expense payable under or resulting from any first-party physical damage coverage; no-fault law; personal injury protection or auto medical payments coverage; or uninsured or underinsured motorist law.

g. Employer's Liability

"Bodily injury" to:

(1) An "employee" of the insured arising out of and in the course of:

(a) Employment by the insured; or

(b) Performing duties related to the conduct of the insured's business; or

(2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph **(1)** above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

With respect to injury arising out of a "covered auto", this exclusion does not apply to "bodily injury" to domestic "employees" not entitled to workers' compensation benefits. For the purposes of this insurance, a domestic "employee" is a person engaged in household or domestic work performed principally in connection with a residence premises.

This exclusion does not apply to the extent that valid "underlying insurance" for the employer's liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the employer's liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

h. Employment-related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraph **(a)**, **(b)**, or **(c)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(a)**, **(b)** or **(c)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

i. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time; or

(2) "Pollution cost or expense".

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This exclusion does not apply if valid "underlying insurance" for the pollution liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the pollution risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

j. Aircraft Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

(1) A watercraft while ashore on premises you own or rent;

(2) A watercraft you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge;

(3) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;

(4) The extent that valid "underlying insurance" for the aircraft or watercraft liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" or "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the aircraft or watercraft risks described above will follow the same provisions, exclusions and limitations that are contained in the "underlying insurance", unless otherwise directed by this insurance; or

(5) Aircraft that is:

(a) Chartered by, loaned to, or hired by you with a paid crew; and

(b) Not owned by any insured.

k. Racing Activities

"Bodily injury" or "property damage" arising out of the use of "mobile equipment" or "autos" in, or while in practice for, or while being prepared for, any prearranged professional or organized racing, speed, demolition, or stunting activity or contest.

l. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

m. Damage To Property

"Property damage" to:

(1) Property:

(a) You own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property; or

(b) Owned or transported by the insured and arising out of the ownership, maintenance or use of a "covered auto".

(2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;

(3) Property loaned to you;

(4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

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(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (1)(b), (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraphs (3) and (4) of this exclusion do not apply to liability assumed under a written Trailer Interchange agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

n. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

o. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

p. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

(1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or

(2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

q. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

(1) "Your product";

(2) "Your work"; or

(3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

r. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

s. Professional Services

"Bodily injury" or "property damage" due to rendering of or failure to render any professional service. This includes but is not limited to:

(1) Legal, accounting or advertising services;

(2) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(3) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(4) Engineering services, including related supervisory or inspection services;

(5) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(6) Any health or therapeutic service treatment, advice or instruction;

(7) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(8) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(9) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(10) Body piercing services;

(11) Services in the practice of pharmacy;

(12) Law enforcement or firefighting services; and

(13) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

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This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", involved the rendering of or failure to render any professional service.

t. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

This exclusion does not apply if valid "underlying insurance" for the electronic data risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". The insurance provided under this Coverage Part will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

u. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay on behalf of the insured the "ultimate net loss" in excess of the "retained limit" because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking damages for such "personal and advertising injury" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. At our discretion, we may investigate any offense that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

(1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages **A** or **B**.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages **A** and **B**.

b. This insurance applies to "personal and advertising injury" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "personal and advertising injury" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".

c. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

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2. Exclusions

This insurance does not apply to:

a. "Personal and advertising injury":

(1) Knowing Violation Of Rights Of Another

Caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

(2) Material Published With Knowledge Of Falsity

Arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

(3) Material Published Prior To Policy Period

Arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

(4) Criminal Acts

Arising out of a criminal act committed by or at the direction of the insured.

(5) Contractual Liability

For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to:

(a) Liability for damages that the insured would have in the absence of the contract or agreement.

(b) Liability for false arrest, detention or imprisonment assumed in a contract or agreement.

(6) Breach Of Contract

Arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

(7) Quality Or Performance Of Goods – Failure To Conform To Statements

Arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

(8) Wrong Description Of Prices

Arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

(9) Infringement Of Copyright, Patent, Trademark Or Trade Secret

Arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

(10) Insureds In Media And Internet Type Businesses

Committed by an insured whose business is:

(a) Advertising, broadcasting, publishing or telecasting;

(b) Designing or determining content of web sites for others; or

(c) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

(11) Electronic Chatrooms Or Bulletin Boards

Arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

(12) Unauthorized Use Of Another's Name Or Product

Arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

(13) Pollution

Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

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(14) Employment-related Practices

To:

(a) A person arising out of any:

(i) Refusal to employ that person;

(ii) Termination of that person's employment; or

(iii) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or

(b) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in Paragraph **(i)**, **(ii)** or **(iii)** above is directed.

This exclusion applies whether the injury-causing event described in Paragraph **(i)**, **(ii)** or **(iii)** above occurs before employment, during employment or after employment of that person.

This exclusion applies whether the insured may be liable as an employer or in any other capacity, and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(15) Professional Services

Arising out of the rendering of or failure to render any professional service. This includes but is not limited to:

(a) Legal, accounting or advertising services;

(b) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings or specifications;

(c) Inspection, supervision, quality control, architectural or engineering activities done by or for you on a project on which you serve as construction manager;

(d) Engineering services, including related supervisory or inspection services;

(e) Medical, surgical, dental, X-ray or nursing services treatment, advice or instruction;

(f) Any health or therapeutic service treatment, advice or instruction;

(g) Any service, treatment, advice or instruction for the purpose of appearance or skin enhancement, hair removal or replacement, or personal grooming or therapy;

(h) Any service, treatment, advice or instruction relating to physical fitness, including service, treatment, advice or instruction in connection with diet, cardiovascular fitness, bodybuilding or physical training programs;

(i) Optometry or optical or hearing aid services including the prescribing, preparation, fitting, demonstration or distribution of ophthalmic lenses and similar products or hearing aid devices;

(j) Body piercing services;

(k) Services in the practice of pharmacy;

(l) Law enforcement or firefighting services; and

(m) Handling, embalming, disposal, burial, cremation or disinterment of dead bodies.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional service.

(16) War

However caused, arising, directly or indirectly, out of:

(a) War, including undeclared or civil war;

(b) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(c) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

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(17) Recording And Distribution Of Material Or Information In Violation Of Law

Arising directly or indirectly out of any action or omission that violates or is alleged to violate:

(a) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;

(b) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;

(c) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(d) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

b. "Pollution cost or expense".

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend, when the duty to defend exists:

a. All expenses we incur.

b. Up to $2,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "occurrence" we cover. We do not have to furnish these bonds.

c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.

d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to $250 a day because of time off from work.

e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.

f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

2. When we have the right but not the duty to defend the insured and elect to participate in the defense, we will pay our own expenses but will not contribute to the expenses of the insured or the "underlying insurer".

3. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:

a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";

b. This insurance applies to such liability assumed by the insured;

c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";

d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;

e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and

f. The indemnitee:

(1) Agrees in writing to:

(a) Cooperate with us in the investigation, settlement or defense of the "suit";

(b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";

(c) Notify any other insurer whose coverage is available to the indemnitee; and

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(d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

(2) Provides us with written authorization to:

(a) Obtain records and other information related to the "suit"; and

(b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section I – Coverage A – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

1. Except for liability arising out of the ownership, maintenance or use of "covered autos":

a. If you are designated in the Declarations as:

(1) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(2) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

(3) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(4) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

(1) Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(a) "Bodily injury" or "personal and advertising injury":

(i) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" in the course of his or her employment or performing duties related to the conduct of your business or to your other "volunteer workers" while performing duties related to the conduct of your business;

(ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph **(a)(i)** above; or

(iii) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(a)(i)** or **(ii)** above.

(b) "Property damage" to property:

(i) Owned, occupied or used by;

(ii) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

(2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.

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(3) Any person or organization having proper temporary custody of your property if you die, but only:

(a) With respect to liability arising out of the maintenance or use of that property; and

(b) Until your legal representative has been appointed.

(4) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

c. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

(1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

(2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and

(3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":

a. You are an insured.

b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:

(1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.

(2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.

(3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.

(4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".

(5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.

(6) "Employees" with respect to "bodily injury" to:

(a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or

(b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph **(a)** above.

c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section **III** – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

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SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
   a. Insureds;
   b. Claims made, "suits" brought, or number of vehicles involved; or
   c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
   a. Coverage **A**, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
   b. Coverage **B**.
3. Subject to Paragraph **2.** above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage **A** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.
5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:
   a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
   b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

   However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph **2.** above, applies separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – CONDITIONS

1. **Appeals**

   If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section **III** – Limits Of Insurance.
2. **Bankruptcy**
   a. **Bankruptcy Of Insured**

      Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.
   b. **Bankruptcy Of Underlying Insurer**

      Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

   However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.
3. **Duties In The Event Of Occurrence, Offense, Claim Or Suit**
   a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense, regardless of the amount, which may result in a claim. To the extent possible, notice should include:
      (1) How, when and where the "occurrence" or offense took place;
      (2) The names and addresses of any injured persons and witnesses; and
      (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
   b. If a claim is made or "suit" is brought against any insured, you must:
      (1) Immediately record the specifics of the claim or "suit" and the date received; and
      (2) Notify us as soon as practicable.

      You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
   c. You and any other involved insured must:
      (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

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(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

4. Legal Action Against Us

No person or organization has a right under this Coverage Part:

a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

5. Other Insurance

a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

(1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and

(2) The total of all deductible and self-insured amounts under all that other insurance.

6. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

7. Representations Or Fraud

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

b. Those statements are based upon representations you made to us;

c. We have issued this policy in reliance upon your representations; and

d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

a. As if each Named Insured were the only Named Insured; and

b. Separately to each insured against whom claim is made or "suit" is brought.

9. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

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10. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and

b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

You must notify us in writing, as soon as practicable, if any "underlying insurance" is cancelled, not renewed, replaced or otherwise terminated, or if the limits or scope of coverage of any "underlying insurance" is changed.

14. Expanded Coverage Territory

a. If a "suit" is brought in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from defending the insured, the insured will initiate a defense of the "suit". We will reimburse the insured, under Supplementary Payments, for any reasonable and necessary expenses incurred for the defense of a "suit" seeking damages to which this insurance applies, that we would have paid had we been able to exercise our right and duty to defend.

If the insured becomes legally obligated to pay sums because of damages to which this insurance applies in a part of the "coverage territory" that is outside the United States of America (including its territories and possessions), Puerto Rico or Canada, and we are prevented by law, or otherwise, from paying such sums on the insured's behalf, we will reimburse the insured for such sums.

b. All payments or reimbursements we make for damages because of judgments or settlements will be made in U.S. currency at the prevailing exchange rate at the time the insured became legally obligated to pay such sums. All payments or reimbursements we make for expenses under Supplementary Payments will be made in U.S. currency at the prevailing exchange rate at the time the expenses were incurred.

c. Any disputes between you and us as to whether there is coverage under this policy must be filed in the courts of the United States of America (including its territories and possessions), Canada or Puerto Rico.

d. The insured must fully maintain any coverage required by law, regulation or other governmental authority during the policy period, except for reduction of the aggregate limits due to payments of claims, judgments or settlements.

Failure to maintain such coverage required by law, regulation or other governmental authority will not invalidate this insurance. However, this insurance will apply as if the required coverage by law, regulation or other governmental authority was in full effect.

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SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
   a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
   b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
   a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
   b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

   However, "auto" does not include "mobile equipment".
3. "Bodily injury" means bodily injury, disability, sickness or disease sustained by a person, including death resulting from any of these at any time. "Bodily injury" includes mental anguish or other mental injury resulting from "bodily injury".
4. "Coverage territory" means anywhere in the world with the exception of any country or jurisdiction which is subject to trade or other economic sanction or embargo by the United States of America.
5. "Covered auto" means only those "autos" to which "underlying insurance" applies.
6. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
7. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
   a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
   b. You have failed to fulfill the terms of a contract or agreement;

   if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work", or your fulfilling the terms of the contract or agreement.
9. "Insured contract" means:
   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
   b. A sidetrack agreement;
   c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
   d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
   e. An elevator maintenance agreement;
   f. That part of any contract or agreement entered into, as part of your business, pertaining to the rental or lease, by you or any of your "employees", of any "auto". However, such contract or agreement shall not be considered an "insured contract" to the extent that it obligates you or any of your "employees" to pay for "property damage" to any "auto" rented or leased by you or any of your "employees".
   g. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

   Paragraphs **f.** and **g.** do not include that part of any contract or agreement:
   (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
   (2) That pertains to the loan, lease or rental of an "auto" to you or any of your "employees", if the "auto" is loaned, leased or rented with a driver; or

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(3) That holds a person or organization engaged in the business of transporting property by "auto" for hire harmless for your use of a "covered auto" over a route or territory that person or organization is authorized to serve by public authority.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

b. While it is in or on an aircraft, watercraft or "auto"; or

c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;

b. Vehicles maintained for use solely on or next to premises you own or rent;

c. Vehicles that travel on crawler treads;

d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

(1) Power cranes, shovels, loaders, diggers or drills; or

(2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

e. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

(1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or

(2) Cherry pickers and similar devices used to raise or lower workers;

f. Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

(1) Equipment designed primarily for:

(a) Snow removal;

(b) Road maintenance, but not construction or resurfacing; or

(c) Street cleaning;

(2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and

(3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.

14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:

a. False arrest, detention or imprisonment;

b. Malicious prosecution;

c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;

d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;

e. Oral or written publication, in any manner, of material that violates a person's right of privacy;

f. The use of another's advertising idea in your "advertisement"; or

g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".

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15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Pollution cost or expense" means any loss, cost or expense arising out of any:
    a. Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
    b. Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

17. "Products-completed operations hazard":
    a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
        (1) Products that are still in your physical possession; or
        (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
            (a) When all of the work called for in your contract has been completed.
            (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
            (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

        Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.
    b. Does not include "bodily injury" or "property damage" arising out of:
        (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured; or
        (2) The existence of tools, uninstalled equipment or abandoned or unused materials.

18. "Property damage" means:
    a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
    b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

    With respect to the ownership, maintenance or use of "covered autos", property damage also includes "pollution cost or expense", but only to the extent that coverage exists under the "underlying insurance" or would have existed but for the exhaustion of the underlying limits.

    For the purposes of this insurance, with respect to other than the ownership, maintenance or use of "covered autos", electronic data is not tangible property.

    As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

19. "Retained limit" means the available limits of "underlying insurance" scheduled in the Declarations or the "self-insured retention", whichever applies.

20. "Self-insured retention" means the dollar amount listed in the Declarations that will be paid by the insured before this insurance becomes applicable only with respect to "occurrences" or offenses not covered by the "underlying insurance". The "self-insured retention" does not apply to "occurrences" or offenses which would have been covered by "underlying insurance" but for the exhaustion of applicable limits.

21. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
    a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or

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b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent or the "underlying insurer's" consent.

22. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

23. "Ultimate net loss" means the total sum, after reduction for recoveries or salvages collectible, that the insured becomes legally obligated to pay as damages by reason of settlement or judgments or any arbitration or other alternate dispute method entered into with our consent or the "underlying insurer's" consent.

24. "Underlying insurance" means any policies of insurance listed in the Declarations under the Schedule of "underlying insurance".

25. "Underlying insurer" means any insurer who provides any policy of insurance listed in the Schedule of "underlying insurance".

26. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

27. "Your product":
    a. Means:
        (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
            (a) You;
            (b) Others trading under your name; or
            (c) A person or organization whose business or assets you have acquired; and
        (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
        (2) The providing of or failure to provide warnings or instructions.
    c. Does not include vending machines or other property rented to or located for the use of others but not sold.

28. "Your work":
    a. Means:
        (1) Work or operations performed by you or on your behalf; and
        (2) Materials, parts or equipment furnished in connection with such work or operations.
    b. Includes:
        (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
        (2) The providing of or failure to provide warnings or instructions.

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

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.

Vucacious Catering LLC

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.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☑ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► **S**

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.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1828 Lincoln Blvd Suite B

Requester's name and address (optional)

6 City, state, and ZIP code

Santa Monica, CA 90404

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

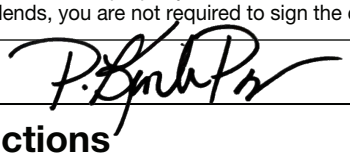
4	6	–	0	8	9	7	4	5	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** ►  **Date** ► 03/03/2025

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.*

CATERING SERVICES FOR STATE OF THE CITY EVENT	**Approved by:** Roxanne Lerma	**RFP No.** 2026-05
		Effective Date 7/28/2025

1. GENERAL

The City of West Covina is seeking proposals from qualified catering vendors to support the successful execution of the 2025 State of the City event, scheduled for September 4, 2025 at the West Covina Sportsplex. This annual event is a long-standing West Covina tradition that brings together community members, local businesses, school districts, regional leaders, and City staff.

2. RFP SCHEDULE

- RFP release: July 28, 2025
- Questions due: August 4, 2025 at 3PM
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: August 6, 2025
  (Responses will be posted on City's Planet Bids portal)
- Proposals due: August 11, 2025
- Selection of proposer (tentative date): August 19, 2025
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A:	Statement of Non-Collusion by Contractor
Attachment B:	Subcontractor Campaign Contribution Acknowledgement Form
Attachment C:	Sam.gov Verification – Debarment & Suspension Verification
Attachment D:	Fee Schedule
Attachment F:	Certificate of Insurance
Attachment G:	W-9

Proposals must be submitted no later than **5 PM** on **August 11, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City of West Covina is soliciting proposals from qualified and experienced catering service providers for the 2025 State of the City**,** scheduled for Thursday**,** September 4, 2025, commencing at 5:30 PM. This prestigious event will bring together community leaders, local businesses, residents, and regional stakeholders for an evening of civic celebration, vision sharing, and engagement.

The selected caterer will be expected to provide comprehensive full-service catering for approximately 550 guests, including meal preparation, event staffing, clean-up and all necessary equipment and service materials. The City seeks a vendor who demonstrates high quality standards, professionalism, creativity, and

the ability to deliver a seamless guest experience that reflects the City's excellence and hospitality.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

7.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

7.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

7.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to complete the project, if applicable.

7.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

7.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

7.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

7.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

8. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

9. TERMS AND CONDITIONS OF RFP

9.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

9.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

9.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

9.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

9.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

9.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or

postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

9.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

9.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the proposal to the City.

9.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

9.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	**Maximum Points**
Experience and Qualifications	20
Menu Options including Food and Beverage	20
Staffing and Service Plan	15
Equipment and Self-Sufficiency	15
Proposed Cost	10
Completeness of Proposal	10
Bar Service Options	5
Clean Up, Trash, and Food Waste Disposal Plan	5
TOTAL	**100**

9.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

9.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

9.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

9.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

9.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

9.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

9.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth

in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

9.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

10. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H).

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Contractor] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Contractor] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

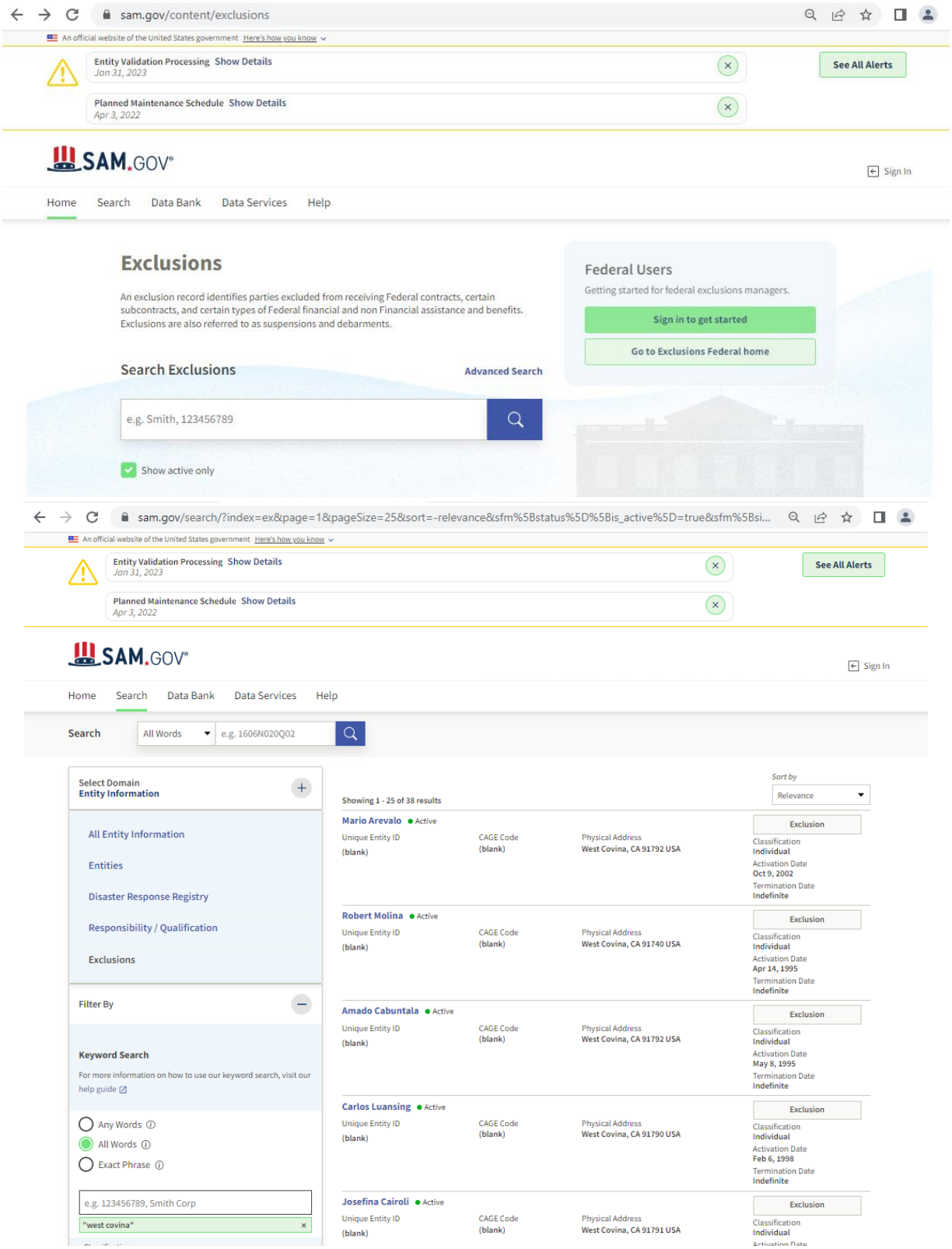
Date: _____

ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
Planned Maintenance Schedule Show Details
Apr 3, 2022
See All Alerts
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only
sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
Search
All Words
e.g. 1606N020Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date Oct 9, 2002
Termination Date Indefinite
Robert Molina Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91740 USA
Exclusion
Classification Individual
Activation Date Apr 14, 1995
Termination Date Indefinite
Amado Cabuntala Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91792 USA
Exclusion
Classification Individual
Activation Date May 8, 1995
Termination Date Indefinite
Carlos Luansing Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91790 USA
Exclusion
Classification Individual
Activation Date Feb 6, 1998
Termination Date Indefinite
Josefina Cairoli Active
Unique Entity ID (blank)
CAGE Code (blank)
Physical Address West Covina, CA 91791 USA
Exclusion
Classification Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULE

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

The purpose of the State of the City event is to reflect on the City's achievements over the past year, reaffirm its commitment to public service, celebrate the contributions of outstanding City employees, and present the vision that will guide West Covina into a future defined by progress, resilience, and unity.

The event will feature formal presentations, dinner service, and opportunities for civic engagement in a setting that aligns with the City's professional and community-driven values.

The City is committed to delivering a high quality event and is seeking a professional, fully equipped, and experienced catering vendor to deliver full-service dining and beverage service for approximately 550 guests.
The scope of services for the selected catering vendor shall include, but is not limited to, the following:

1. Catering and Meal Service
    - Full-service dinner for approximately 550 guests
    - Two appetizer stations for cocktail hour service prior to dinner with a variety of options
    - Minimum of two main entrée options and one vegetarian option
    - Minimum of two side dishes to complement entrees
    - Fresh dinner salad
    - Two dessert stations with elegant presentation and a variety of dessert options
    - Two non-alcoholic beverage stations (e.g., water, tea, coffee, lemonade, soda)
    - Optional: Ability to host two full-service bars including:
        - A minimum of one signature drink named and selected by City staff
        - Licensed Bartenders
        - ABC Special Event Permit

2. Staffing and Service
    - Adequate number of professional servers/waitstaff to ensure timely and efficient service
    - Waiters must serve guests (buffet-style service is not acceptable)
    - Setup, service, and cleanup must be included
    - Uniformed staff representing the caterer in a professional manner

3. Equipment and Rentals
    - Caterer must be self-sustained and fully equipped
    - Caterer must provide all necessary:
        - Cooking and warming equipment
        - Serving utensils and chafing dishes
        - Plates, silverware, glassware, and flutes

- Tables and chairs for food service prep areas
- Any other required materials for food prep, service, and sanitation

4. Setup and Breakdown
   - Timely delivery, setup, and breakdown of all food service equipment and stations
   - Coordination with City event staff to ensure smooth operations and compliance with event timelines.

The awarded contractor selected caterer must comply with all local health and safety regulations, possess a valid business licenses, and carry appropriate insurance as required by the City. All aspects of food safety, sanitation, and professionalism are expected to be of the highest standard.

TENTATIVE EVENT TIMELINE

12 – 4:30 PM	Vendor Arrival and Setup: Delivery of equipment, installation of food service areas, staging of bars and stations, etc.
4:30 PM	Final Preparations: Staff on-site, food/bar stations stocked, servers and bartenders in uniform and ready for service.
5 PM	All setup and staffing must be fully complete and ready for guest arrival.
5:30 PM	Cocktail Hour: Two appetizer stations open, non-alcoholic beverages available, optional full-service bars open with signature drink.
6:30 – 7:30 PM	Dinner Service: Seated dinner begins with two entrée options, sides, and salad. Waitstaff are required to serve all guests.
7:30 PM	Dessert Stations Open: Two self-serve dessert stations available to guests. Bars remain open.
7:30 – 9 PM	Partial Breakdown: Non-essential service items may be cleared, discreet packing of equipment and materials begins.
9 PM	Final Breakdown: Complete teardown and removal of all catering equipment, rentals, trash, food waste, and materials. Venue returned to original condition.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMENT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

.

SAMPLE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
CITY OF WEST COVINA
AND

_____

FOR

_____

THIS PROFESSIONAL SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise necessary and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement; and

E. Contractor responded to the City's Request for Proposals dated _____, incorporated via this reference as if fully set forth herein, and Contractor's response to the Request for Proposals was a material inducement to the City ultimately entering into this agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services, attached hereto as Exhibit "A" and incorporated herein.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance

SAMPLE

of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of Contractor to comply with this section.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

SAMPLE

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decisionmaking, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status, except as permitted pursuant to Section 12940 of the California Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq*.). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon Contractor's standard hourly rates shall be paid to Contractor for such additional services.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

SAMPLE

3.0. TIME OF PERFORMANCE

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

3.2. Schedule of Performance. Contractor shall perform the services in accordance with the schedule of performance agreed to by City and Contractor.

3.3. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and Contractor. Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. [**Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)

] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement**.]**

4.2. Notice of Termination. City may terminate this Agreement at any time, with or without cause, by providing written notice to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000.00) per occurrence, Four Million Dollars ($4,000,000.00) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles, in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, Contractor certifies as follows:

> I am aware of, and will comply with, Section 3700 of the California Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

Contractor shall also comply with Section 3800 of the California Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not

SAMPLE

be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this section.

If Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of Contractor pursuant to its contract with the City; products and completed operations of Contractor; premises owned, occupied or used by Contractor; automobiles owned, leased, hired, or borrowed by Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

SAMPLE

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

SAMPLE

6.3. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery; (b) one (1) business day after the Email is sent if such communication is sent by Email, provided that no delivery failure notification has been received; and (c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.4. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the

prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.5. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.6. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.7. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, and hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.8. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to

SAMPLE

indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

SAMPLE

6.10. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.11. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.12. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.13. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.14. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.15. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.16. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.17. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.18. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.19. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

SAMPLE

6.20. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and may be executed by electronic signatures. All counterparts shall be construed together and shall constitute one agreement. Delivery of an executed counterpart of this Agreement by a .pdf data file or other scanned executed counterpart by email shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Each duplicate and counterpart shall be equally admissible in evidence, and each shall fully bind each party who has executed it. The parties waive all right to challenge the admissibility or authenticity of this Agreement in a court of law based solely on the absence of an original signature.

6.21. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.22. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

SAMPLE

APPROVED AS TO FORM:

_____
Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____
Carmelita Underwood
Risk Management

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF PURCHASING REPORT AND REJECTION OF UNAWARDED BIDS**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Receive and file the listing of all contracts and purchase orders that have been awarded by the City Manager from February 1, 2025 to June 30, 2025.
2. Reject the unawarded bids detailed within the staff report.

BACKGROUND:

Sections 2-337 and 2-356 of the West Covina Municipal Code require that a report be presented to the City Council on a semi-annual basis listing all contracts and purchase orders that have been awarded by the City Manager pursuant to the City Manager's authority during the preceding six months. The report must include a description of the materials or services or public project performed, the vendor/contractor name and the amount of the expenditure. The last report was submitted to the City Council at the February 18, 2025 City Council meeting.

DISCUSSION:

Staff is submitting a Purchasing Report (Attachment No. 1) that provides a list of all purchase orders entered into under the Purchasing Officer's and City Manager's authority during the period of February 1, 2025 through June 30, 2025.

During this process, staff identified a request for bids (RFB) that was posted and opened but not awarded. The RFB is listed in Table 1 below. Per West Covina Municipal Code Sections 2-334, 2-354, and 2-355, the City Council may reject any and all bids or proposals presented. Staff is presenting the RFB listed below for formal rejection by the City Council. The scope for RFB No. 2025-05 was revised and re-issued as RFB No. 2025-18 (Vehicles).

RFP/RFB Description	RFP/RFB #	Posted	Bid Closed
(4) Ford F150 Veh and (1) 2025 Explorer St Veh for WC Street Sweeping Enforcement	2025-05	April 9, 2025	April 24, 2025

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

Prepared by: Jazmin Hernandez, Purchasing Manager

Fiscal Impact

FISCAL IMPACT:

This is strictly an administrative item, therefore, there is no fiscal impact associated with this action.

Attachments

Attachment No. 1 - Purchases within CM Authority

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability

ATTACHMENT NO. 1

City of West Covina
Contracts & Purchase Orders Issued under Sections 2-337 and 2-356 of the Municipal Code
February 1, 2025 to June 30, 2025

Vendor Name	Item Description	Amount FYE2025
10-8 RETROFIT INC	Vehicle mounted equipment	$28,553.35
BE DAZZLE MY EVENTS	Spring Festival Seating Area/Lighting	$5,660.00
DELL COMPUTERS	Purchase Computers And Monitors	$7,003.11
	Workstations For Public Works	$6,943.98
	Palo Alto Pa-3220 Subscription	$43,513.78
DOOLEY ENTERPRISES I	107 Cases Of 1000 Rounds	$27,599.79
	50 Cases Of 1000 Rounds	$22,150.00
FC AND SONS ROOFING	Cortez Park Snack Bar Roof Repair	$60,000.00
FORTRESS SECURITY &	Repair Of Fire Alarm System	$17,792.18
GMT INC	Fiber Optic Cable At Wcpd Round	$10,262.11
HUNTINGTON BEACH MOT	Two (2) New 2024 Honda Xl750 Tra	$19,991.06
INTIME SOLUTIONS INC	Intime Scheduling Software Service	$13,020.00
JGL MECHANICAL INC	Hvac Ductwork, Relocation, Wcpd	$44,864.00
LANCET CONTRACTING I	Demo, Drywall, Insulation Etc.	$16,550.00
LEADSONLINE PARENT	Cellhawk Tier 3 Subscription	$8,894.00
MITY-LITE INC	Purchase Of Chairs For Shadow Oa	$25,202.08
MULTI W SYSTEMS INC	Quail Valley - Replace Non Func	$15,473.35
NEOGOV CORP	Online Svcs - Gov Jobs.Com Fy25	$14,497.38
PRYME INFIL	Pryme Infil Software, 50 Users,	$16,000.00
SEQUOIA ENGINEERING	Methane Sensors Failed At The S	$10,199.24
SIKKEMA, STEPHANIE	Financial Consultant	$20,000.00
SOLAR THINGS INC	Solar Led 36" Flashing Stop Sign	$11,920.00
SPORTS FACILITIES GR	Replacement Of The Height Adjust	$6,313.66
SUN ENVIROMENTAL ENG	Service West Covina Pd Shooting	$12,885.00
SUNSET ELECTRICAL CO	Sunset Audito/Visual Projector C	$19,494.28
TECH 10 GROUP, THE	Sound/Lighting For Spring Festiv	$16,000.00
Grand Total		**$500,782.35**

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Thomas P. Duarte, City Attorney

SUBJECT: CONSIDERATION OF MONTHLY SALARY FOR ACTING CITY MANAGER

RECOMMENDATION:

It is recommended that the City Council approve the Acting City Manager's request to be paid a monthly salary of one dollar ($1.00) more than the highest paid subordinate supervised by the Acting City Manager, effective as of May 24, 2025.

BACKGROUND:

Article VI of the Department Head Salary and Benefits Schedule outlines provisions for Acting Pay Assignments. Specifically, it states that Department Heads serving in an acting capacity may receive acting pay at a rate of five percent (5%) above their base salary after completing thirty (30) calendar days in the acting position, contingent upon City Council approval.

This provision is designed to provide temporary compensation adjustments for interim assignments but does not fully address scenarios in which a Department Head assumes significantly broader responsibilities, such as the role of Acting City Manager.

DISCUSSION:

The Acting City Manager is requesting a monthly salary of one dollar ($1.00) more than the highest paid subordinate supervised by the Acting City Manager, effective May 24, 2025. The requested salary reflects the level of executive oversight, responsibility, and high-level decision-making associated with the City Manager position. It is in the City’s best interest to ensure stability in leadership and effective management during this transitional period.

The request for one dollar ($1.00) more than the highest paid subordinate supervised by the Acting City Manager would result in a monthly salary of $17,415. The requested salary is necessary to maintain appropriate internal equity. To ensure the City's compensation structure reflects the hierarchy of responsibility and maintains organizational fairness, it is appropriate to authorize this minimal increase over the subordinate's pay. This adjustment affirms the Acting City Manager’s executive role and aligns with best practices in compensation management.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendations; or
2. Provide alternate direction.

Prepared by: Carmelita Underwood, HR/Risk Director

Fiscal Impact

FISCAL IMPACT:

The fiscal impact associated with this request is the difference between the base salary of the Acting City Manager's underlying position of $13,649 and the proposed Acting City Manager salary of $17,415 per month. The added $3,766 per month will be paid as Acting pay. There is sufficient funding for the City Manager position in the Fiscal Year 2025-26 Budget.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY AND THE CITY OF WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA)**

RECOMMENDATION:

It is recommended that the City Council adopt the following resolution:

RESOLUTION NO. 2025-70 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA) FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

BACKGROUND:

Under California law, the Meyers-Milias-Brown Act (MMBA) of 1968 established collective bargaining for California municipalities. Collective bargaining is the process by which workers, through their associations, and employers negotiate contracts to determine terms of employment, including pay, benefits, hours, leave, and job health & safety policies. MMBA is a formalized union-management consultation and bargaining procedure.

The Memorandum of Understanding between the City and the City of West Covina Police Management Association (WCPMA) expired on December 31, 2024. City Management and representatives for the WCPMA have met and conferred in accordance with the MMBA regarding terms and conditions of employment, including wages, benefits and hours, and have reached an agreement on a comprehensive Memorandum of Understanding.

DISCUSSION:

The comprehensive Memorandum of Understanding (MOU) is attached to this report as Exhibit A to Attachment No. 1 and covers the period of January 1, 2025 through December 31, 2027.

The City and WCPMA have agreed upon the following changes to the existing labor agreement to be incorporated into the successor agreement, which would become effective upon approval of the MOU by the City Council. All other provisions from the existing agreement are proposed to remain in the agreement without changes.

1. 3-Year Contract: January 1, 2025 - December 31, 2027

2. Salary Administration:

Salary Range

a. Four percent (4.0%) increase effective the first full pay period following Council approval
b. Four percent (4.0%) increase effective the first full pay period after January 1, 2026
c. Three percent (3.0%) increase effective the first full pay period after January 1, 2027

3. Holiday Pay: The City will provide holiday credit at the rate of 5.54 hours per pay period for a total of 144 hours each calendar year for employees assigned to patrol only.
4. Seniority Pay: bargaining unit members shall receive:
    a. One hundred dollars ($100)/month total after twelve (12) months of consecutive service in the bargaining unit;
    b. Two hundred dollars ($200)/month total after twenty-four (24) months of consecutive service in the bargaining unit;
    c. Three hundred dollars ($300)/month total after thirty-six (36) months of consecutive service in the bargaining unit;
    d. Four hundred dollars ($400)/month total after forty-eight (48) months of consecutive service in the bargaining unit;
    e. Five hundred dollars ($500)/month total after sixty (60) months of consecutive service in the bargaining unit

For purposes of CalPERS reporting, only the longevity pay received after the completion of sixty (60) months of service, as described in 4.e, qualifies as special compensation under Government Code § 20636(c). Sections 4.a through 4.d are not reportable as they fall below the minimum service threshold.

Implementation: Current members of the WCPMA bargaining unit as of the date of Council approval of the successor MOU will be credited with their current months of consecutive service in the bargaining unit for purposes of calculating their seniority pay.
Skill Compensation

5. Management Incentive Pay: Police Captains, Administrative and Detective Bureau Lieutenants, or Lieutenants not assigned to patrol shall receive Police Management Incentive pay at the rate of 5.54 hours per pay period (equivalent to 144 hours each calendar year, in recognition of the unique nature of their jobs (specific operational and supervisory duties associated with these assignments). Such compensation shall **not** be used as time off and shall be paid at the employee's base pay.

- Special Compensation Calculations

For compensation reported to California Public Employees Retirement System (CalPERS), mentioned under Skill Compensation (Management Incentive), is calculated on an employee's base pay.

Staff recommends that the City Council adopt the proposed resolution, approving the MOU and authorizing the Acting City Manager to execute the agreement.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form. The City's labor counsel has reviewed and approved the MOU.

Prepared by: Carmelita Underwood, Director of Human Resources/Risk Management Department

Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The overall estimated fiscal impact is approximately $300,000 over the three years. We anticipate development impact fees to be higher than the estimates included in FY 2025-26 Annual Budget. Thus, the City can absorb the increase. If approved, these adjustments are proposed to be included in the next quarterly budget amendment.

Fiscal Impact of City Proposal	Year 1 (4%)	Year 2 (4%)	Year 3 (3%)	Total Estimate
Fiscal Impact	$102,000	$106,000	$83,000	$291,000

*The fiscal impact does not include the impact on the City's unfunded accrued liability (UAL). CalPERS assumes a 2.8% growth in payroll. While this contract includes a 4% increase. However, due to the lag in actuarial reporting, the impact of these increases will not be realized in the current or next fiscal year.

Attachments

Attachment No. 1 - Resolution No. 2025-70

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

RESOLUTION NO. 2025-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND THE WEST COVINA POLICE MANAGEMENT ASSOCIATION (WCPMA) FOR THE PERIOD OF JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, the current Memorandum of Understanding between the City of West Covina (the "City") and the West Covina Police Management Association (WCPMA) expired on December 31, 2024; and

WHEREAS, the City and the WCPMA have met and conferred regarding wages, hours, and other terms and conditions of employment for a successor Memorandum of Understanding in accordance with the provisions of the Meyer-Millias-Brown Act (California Government Code section 3500 et seq.); and

WHEREAS, the City and WCPMA have reached an agreement and memorialized their agreement regarding wages, benefits, hours and other terms and conditions of employment in the Memorandum of Understanding for the period of January 1, 2025 through December 31, 2027, which is attached hereto as Exhibit "A".

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Memorandum of Understanding between the City and West Covina Police Management Association (WCPMA), attached hereto as Exhibit "A", is hereby approved.

SECTION 2. The Acting City Manager is authorized to execute the Memorandum of Understanding on behalf of the City, in substantially the form as attached and in such final form a approved by the City Attorney.

SECTION 3. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-70 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

BETWEEN THE REPRESENTATIVES OF MANAGEMENT FOR THE CITY OF WEST COVINA

AND

CITY OF WEST COVINA

POLICE MANAGEMENT ASSOCIATION (WCPMA)

EFFECTIVE

JANUARY 1, 2025 THROUGH DECEMBER 31, 2027

MEMORANDUM OF UNDERSTANDING

THE CITY OF WEST COVINA
AND
THE WEST COVINA POLICE MANAGEMENT ASSOCIATION

PREMABLE

The Meyers-Milias-Brown Act (MMBA) governs labor-management relationships within California local governments. Under MMBA the wages, hours and other conditions of employment are contained in a written memorandum of understanding. It also requires the City of West Covina ("City") and its employee associations to meet and confer regarding these wages, hours and other conditions of employment. The City and the West Covina Police Management Association ("Association") have been negotiating a successor memorandum of understanding and an agreement has been reached for the period of January 1, 2025 through December 31, 2027.

THEREFORE, the City and the Association agree as follows:

SECTION 1. COMPENSATION

A. Salary Schedule

Police Management Association Members shall be paid according to the attached salary schedule (Attachment A-1). The salary schedule replaces all prior forms of compensation including uniform allowance, education incentive, senior officer pay and overtime compensation.

Effective the first full pay period following City Council approval of the MOU and not earlier, the base salary shall increase by four percent (4%); effective the first full pay period following January 1, 2026, the base salary shall increase by four percent (4%); effective the first full pay period following January 1, 2027, the base salary shall increase by three percent (3%).

B. Seniority/Longevity Pay

Bargaining unit members shall receive one hundred dollars ($100) per month seniority pay after twelve (12) months of consecutive service in the bargaining unit, which is not reportable to CalPERS.

Bargaining unit members shall receive two hundred dollars ($200) per month seniority pay after twenty-four (24) months of consecutive service in the bargaining unit, which is not reportable to CalPERS.

Bargaining unit members shall receive three hundred dollars ($300) per month seniority pay after thirty-six (36) months of consecutive service in the bargaining unit,

which is not reportable to CalPERS.

Bargaining unit members shall receive four hundred dollars ($400) per month seniority pay after forty-eight (48) months of consecutive service in the bargaining unit, which is not reportable to CalPERS.

Bargaining unit members shall receive five hundred dollars ($500) per month longevity pay after sixty (60) months of consecutive service in the bargaining unit, which is reportable to CalPERS

Implementation: current members of the PMA bargaining unit as of the date of City Council approval of this MOU will be credited with their current months of consecutive service in the PMA bargaining unit for purposes of calculating their seniority/longevity pay.

C. Skill Compensation / Management Incentive Pay

All Police Captains, Administrative and Detective Bureau Lieutenants, or Lieutenants not assigned to patrol shall receive Police Management Incentive pay the rate of 5.54 hours per pay period equivalent to 144 hours each calendar year, in recognition of the unique nature of their jobs (specific operational and supervisory duties associated with these assignments). Such compensation shall not be used as time off and shall be paid at the bargaining unit member's base pay.

SECTION 2. PERS RETIREMENT BENEFITS

The contract between the City and Public Employees' Retirement System (PERS) shall provide the following benefits for unit employees:

A. 3% at Age 50 (Employees Hired Prior to December 19, 2012)

Unit members hired by the City of West Covina prior to December 19, 2012, shall participate in the PERS 3% at age 50 PERS retirement benefit plan. Each employee

shall pay the full employee cost of nine percent (9%) and an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (12%). Effective the first full pay period after January 1, 2024, each employee shall pay an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%) (9% employee paid member contribution, 6% cost sharing). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at age 50 formula shall be computed using the One-Year Final Compensation Option (per the city's contract with CalPERS).

B. 3% at Age 55 (Classic PERS Members)

Unit members hired between December 19, 2012 and January 1, 2013 or having reciprocity with another PERS agency ("classic member") shall participate in the 3% at age 55 PERS retirement benefit plan. Each employee shall pay the full employee cost of nine percent (9%) and an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of twelve percent (12%). Effective the first full pay period after January 1, 2024, each employee shall pay an additional three percent (3%) of compensation earnable towards the employer contribution pursuant to cost sharing for a total contribution of fifteen percent (15%) (9% employee paid member contribution, 6% cost sharing). Such contribution shall be made on a pre-tax basis.

Retirement benefits under the 3.0% at Age 55 formula shall be computed using the One-Year Final Compensation Option (per the City’s contract with CalPERS)

C. 2.7% at Age 57 (New PERS Members)

Unit members classified as "new safety members," as defined by the Public Employees' Pension Reform Act of 2013, hired on or after January 1, 2013 shall participate in the 2.7% at age 57 PERS retirement benefit plan, with their final compensation based upon the average of their highest annual compensation earned over a three (3) year period.

New Member (PEPRA) employees shall pay 50% of the applicable normal cost as their member contribution (California Government Code Section 7522.30(c)). In the event that 50% of the applicable normal cost member contribution falls below twelve percent (12%) of compensation earnable, the New Member Employee shall pay the difference between 12% of compensation earnable and 50% of the applicable normal cost member contribution. Effective the first full pay period following January 1, 2024, the New Member Employee shall pay the difference between fifteen percent (15%) of compensation earnable and 50% of the applicable normal cost member contribution.

The Parties agree that should the MOU expire without a successor agreement in place, the cost sharing as described above shall continue.

D. Additional Retirement Benefits:

In additional, the following benefits will remain in place for unit members, unless deemed ineligible by PERS under the Public Employees' Pension Reform Act of 2013.

- **4th Level Survivor Benefits**
  Level IV of 1959 Survivor Benefits pursuant to Government Code Section 21574.

- **Military Buy Back**
  Military service credit as public service credit pursuant to Government Code Section 21024.

- **Post-Retirement Survivor Allowance**
  Post-Retirement Survivor Continuance benefit pursuant to Government Code Section 21624.

- **Pre-Retirement Optional Settlement 2 Death Benefit**
  Pre-Retirement Optional Settlement 2 Death Benefit pursuant to Government Code Section 21548.

- **Pre-Retirement Death Benefit After Remarriage of Survivor**
  Pre-Retirement Death Benefit after Remarriage of Survivor pursuant to Government Code Section 21551.

- **Credit For Unused Sick Leave**

Credit for Unused Sick Leave pursuant to Government Code Section 20965.

- **Other PERS Benefits**
  Any other PERS Benefit Programs that are provided to the West Covina Police Officers Association shall be provided to the Police Management Association

SECTION 3. PARS SUPPLEMENTAL RETIREMENT PLAN:

The PARS plan will pay a retirement amount for all years of service to those unit employees retiring from the City based on 0.89% of PERSable compensation. At the time of retirement, the employee can make a one-time election to receive either an ongoing monthly stipend or a lump sum amount at the time of retirement based on an actuarially determined net present value of the annual stipends. The monthly stipends will contain the same benefit options as the City's PERS plan including 2% annual COLA's and survivor benefits. This plan will be available to all future retirees, and any past retirees who retired after July 1, 2004 who can provide documentation to the City that the 0.89% of compensation was disallowed by CalPERS in determining their retirement stipend.

Effective July 1, 2012, employees must be employed as a Police Management employee with the City of West Covina for a minimum of three (3) years to be eligible to receive this benefit.

The City retains the responsibility to fund this plan with actuarially determined contributions.

SECTION 4. CAFETERIA PLAN

City contributions for Medical, Dental, and Vision Insurance will be provided as set forth below for all bargaining unit members.

To comply with the Public Employees' Hospital and Medical Care Act (PEMCHA), the City will contribute the statutory minimum amount for the provision of medical insurance. In addition, the City will contribute an additional amount for current bargaining unit members into a cafeteria plan in accordance with IRS Code Section 125. These additional amounts will be as follows:

A. Health Insurance

An amount that when added to the PEHMCA statutory minimum amount is up to the Kaiser Full Family premium rate. If an employee chooses a plan that is less than Kaiser Full Family premium rate (e.g., Blue Shield two party), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay for Blue shield two-party premium rate. If an employee chooses a plan that is more than Kaiser Full Family premium rate (e.g., PERS Care Family), the amount provided for health insurance through the cafeteria plan will be the PERS statutory minimum plus the additional amount to pay Kaiser Full Family premium rate. The employee would pay the additional amount for the PERS Care Family plan premium through a payroll deduction.

Effective January 1, 2018, the City’s medical contributions will be based on the coverage tier (single, two-party or family) as follows:

Effective January 1, 2018, the City's medical contributions will be based on the coverage tier (single, two-party or family) as follows:

An employee who selects an Employee Only medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser Employee Only medical premium.

An employee who selects an Employee plus One medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser 2-party medical premium.

An employee who selects an Employee plus Two or More (Family) medical plan will receive a City contribution in an amount that when added to the PEMCHA statutory minimum amount equals the monthly Los Angeles region Kaiser Family medical premium.

In the event the Police Officers Association agrees to cap the City medical contribution; such a cap shall also apply to the Police Management Association. An employee who selects a single party plan with a monthly premium of less than $600, will receive the difference between the amount of that premium and $600 in cash. An employee who does not take the City's health insurance and can demonstrate that he/she has health insurance from another source will receive $600.00 per month. Under either of these two scenarios, that amount can be received as cash, placed in the employee's deferred compensation account or used to purchase dental or vision insurance above the amounts provided through the cafeteria plan as described below.

B. Dental Insurance

In addition to the above amount for medical, the cafeteria amount shall also include up to $53.28 monthly for dental insurance for member and eligible dependents. If the dental insurance plan chosen by the member is less than $53.28, the amount shall be the cost of the dental insurance chosen. If the dental insurance plan chosen by the member is equal to or more than $53.28 per month, the amount shall be $53.28.

C. Vision Insurance:

In addition to the above amounts for medical and dental, the cafeteria amount shall also include up to $40.04 monthly for vision insurance for member and eligible dependents. If the vision insurance plan chosen by the member is less than $40.04, the amount shall be the cost of the vision insurance chosen. If the vision insurance plan chosen by the member is equal to or more than $40.04 per month, the amount shall be $40.04.

SECTION 5. RETIREE HEALTH BENEFIT

The City contracts with CalPERS for the provision of health insurance. To comply with the Public Employees' Hospital and Medical Care Act, the City will contribute the statutory minimum amount for the provision of retiree medical insurance for all retirees in the bargaining unit.

In addition to the provision of the statutory minimum amount for all retirees, to comply with PEHMCA, the City will provide a retiree longevity stipend to offset the cost of retiree medical benefits as follows:

1. Tier 1 Employees:

For employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Police Department, when they retire from the City, each month the City will contribute up to nine hundred thirty-one dollars and twenty six cents ($931.26) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

If the retiree chooses a plan that is less $931.26, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum. If the retiree chooses a plan that is $931.26 or more, the amount the City will contribute into the HRA per month will be $931.26 minus the PERS statutory minimum for that year. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, for employees hired prior to July 1, 2012 with a minimum of five years sworn service with the West Covina Police Department, when they retire from the City, each month the City will contribute up to one thousand four dollars and eighty cents ($1,004.80) minus the PERS statutory minimum for that year into a qualified Health Reimbursement Account (HRA). The City will cover all administrative costs associated with the HRA and benefits will not be reduced to retirees as a result of administrative fees/costs. The money placed into the HRA by the City on behalf of the retiree will be available to be used to purchase health insurance. For retirees that do not use PERS Medical, the amount placed into the HRA will not be reduced by the PERS statutory minimum.

Effective January 1, 2013, if the retiree chooses a plan that is less $1,004.80, the amount the City will contribute into the HRA per month will be the amount of the plan chosen minus the PERS statutory minimum for that year. If the retiree chooses a plan that is $1,004.80 or more, the amount the City will contribute into the HRA per month will be $1,004.80 minus the PERS statutory minimum for that year.

Employees hired prior to July 1, 2012 with less than five years sworn service with the West Covina Police Department are not eligible for the retiree longevity stipend.

The term “employee”, as it relates to Tier 1 health benefits, includes all prior retirees, current employees and future retirees, with the exception of Tier 2 employees.

2. Tier 2 Employees:

Employees hired between July 1, 2012 and December 31, 2016 are only eligible for the retiree longevity stipend described above for Tier 1 employees if they retire from the City of West Covina with a minimum of 20 years of sworn service, five of which were with the City of West Covina Police Department. A Tier 2 employee who does not meet this eligibility criteria will not receive the retiree longevity stipend, but like all retirees of the City, as set forth above, the City will contribute the PERS statutory minimum amount on the retiree's behalf.

The City affirms that the provision of retiree health benefits for Tier 1 and Tier 2 Police Management Members as described above, will not be revoked by the City during that member's lifetime (defined as until member's death). Further, the City will reimburse, to the extent applicable, all yearly Medicare premiums once a retired employee or a retired employee's spouse enroll in Medicare.

Upon death of a Tier 1 or Tier 2 retiree, the City shall continue to reimburse the cost of the healthcare premiums for a surviving spouse. This benefit will cease if the spouse remarries. This benefit is only available to a spouse married to a retiree at the time of retirement.

3. Tier 3 Employees:

Employees hired on or after January 1, 2017 are not eligible for the retiree longevity stipend. Those employees will receive a $200 per month City contribution to a RHS plan. For example, a member of the Police Officers Association who was first hired by the City on or after January 1, 2017 would not be eligible for the retiree longevity stipend but would receive a $200 per-month City RHS contribution.

SECTION 6. LIFE INSURANCE

A. Policies

The City shall provide all unit employees a term life insurance policy in the amount of $100,000 and an additional insurance benefit of $100,000 life insurance if killed in the line of duty.

B. Retired Employee Term Life Insurance

The City shall provide all unit employees who retire from the City a term life insurance in the amount of ten thousand ($10,000) dollars. It is understood there shall be no reduction in benefits based on age.

SECTION 7. TUITION REIMBURSEMENT

Effective July 1, 2020, the Tuition Reimbursement Program described below is suspended for the term of this Agreement, through June 30, 2022.

A. Maximum Reimbursement

Unit employees' tuition reimbursement (including books) shall be paid up to the equivalent of yearly costs for seven (7) units of the California State University Los Angeles (CSULA) cost.

B. Administrative Policy

The specific details of the Tuition Reimbursement Program is set forth in the City's Administrative Policy approved on August 13, 1992, and amended thereafter.

SECTION 8. HOURS OF WORK

Daily hours of work or shifts of employees within departments shall be assigned by the Chief of Police as required to meet the operational requirements of the department.

Effective May 6, 2017, the Police Lieutenants shall transition from FLSA Non-exempt to exempt status. The intent of this change is to move Police Lieutenants to a fixed salary and eliminate the overtime benefit (Section 14. Overtime) agreed to in the prior memoranda of understanding. Therefore, the Association has agreed to adopt the "Patrol Lieutenant Deployment Strategy" (Attachment B) which was presented to the Police Chief for approval.

SWAT Lieutenant Call Back Overtime – The SWAT Lieutenant shall be eligible to receive overtime pay for call back time only. Such overtime work must be pre-approved by a Police Captain.

A. Patrol Division

Lieutenants assigned to the Patrol Division shall work a 3/12.50 work schedule. Salary is based upon a 40-hour workweek with the condition that at the end of the month the employee will owe the City 10 hours to be reconciled in the form of a scheduled payback.

B. Non-Patrol

All other non-patrol police management employees are assigned to a 4/10 work schedule that begins on Saturday at 12:00 A.M. and ends on Friday at 11:59 P.M.

SECTION 9. COMPENSATORY TIME

Prior to the salary adjustment all compensatory time shall be cashed out at the member's hourly pay rate as of May 2, 2017. Also, in the event a City employee is promoted from

another bargaining group (e.g. Police Officers' Association), all compensatory time must be cashed out at the employee's rate of pay prior to the effective date of the promotion.

SECTION 10. VACATION

It is the policy of the City that whenever possible, vacation be taken annually in the year earned. The time during the year at which an employee may take vacation shall be determined by the appointing authority of such employee with due regard for the wishes of the employee and particular regard for the needs of the service.

Eligible employees shall earn and accumulate to a maximum vacation leave as follows:

Months Service	Hours Per Pay Period	Hours Per Month	Maximum Accruals
1— 60*	3.08	6.67	320
61 — 108	4.62	10.00	360
109 —120	4.92	10.67	368
121 — 132	5.23	11.33	376
133 —144	5.54	12.00	384
145 —156	5.85	12.67	392
157 +	6.15	13.33	400

* After completion of 60 months of service, forty (40) additional hours vacation shall be granted.

A. Limitation – Vacation Leave Accrual

1. Employees shall not be allowed to accrue vacation leave beyond the stated maximums.

2. No employee shall lose earned vacation leave because of work urgency as approved by management. Work urgency is defined as the department's need to have the employee at work to perform duty assignments for a specified period of time.
3. If an employee has reached the maximum allowed unused vacation leave balance, and is unable to take vacation leave due to work urgency, industrial injury, extended medical leave, special or pre-scheduled leave as authorized by management, the Human Resources Director will approve a waiver of the maximum allowed unused balance for a period not to exceed six (6) months per fiscal year.

B. Vacation Accrual of Holidays

If a holiday falls within a scheduled vacation period, vacation shall be granted based on the employees' regular work schedule (e.g. 12.5 hours for patrol and 10 hours for non-patrol).

C. Payment for Unused Vacation

1. Upon separation of employment the 100% of the employee accrued vacation benefits shall be contributed to the Police Management Association's 401 (A) deferred retirement account.

2. Upon request of the employee and the department head and with approval of the City Manager, in order to address unusual or emergency conditions, an employee may be paid the straight time daily equivalent of his/her salary in lieu of vacation time off. Such payment shall be for no more than 40 hours in any one calendar year, except as otherwise provided herein.

D. Advance Payment of Vacation

Any employee who is authorized to take 40 or more hours of vacation with pay at one time may apply for the payment of salary in advance for any pay period occurring during the period of the employee's authorized vacation. The application must be approved by the employee's Department Head and filed with the Finance Director at least seven (7) days before the vacation period for which the salary advance is requested. In cases of extreme emergency where the employee is unable to give the required notice, approval for an advance vacation check may be given where such request can be justified to, and approved by, the Department Head, and Finance Director.

E. Payment-in-lieu of Vacation

Employees with less than five years of City service may receive payment in lieu of up to 80 hours of accumulated vacation time in any calendar year upon filing a written request with the Finance Department at least five days prior to requested date of issuance of the check, upon approval of Department Head. Employees with five or more years of service may receive payment in lieu of up to 120 hours.

SECTION 11. POLICE MANAGEMENT ADMINISTRATIVE LEAVE

Administrative Leave is provided to Police Management employees for the attendance at City Council meetings, community events, special events and the management of police services.

A. Management Leave Time for Lieutenants
Effective January 1 of each year, Lieutenants will receive one hundred twenty-five (125) hours of police management leave (pro-rata based upon date of appointment). Lieutenants will not be

allowed to cash out or carry over any unused police management leave. Any unused leave will expire at the end of each calendar year.

Effective January 1 of each year, Captains will receive one hundred twenty-five (125) hours of Administrative Leave (pro-rata based upon date of appointment). Captains may submit a request to the City Manager or designee to carry over a maximum of forty (40) hours of unused Administrative leave to the next calendar year, which must be used within six (6) months. Approval of such requests is at the sole, non-grievable discretion of the City Manager or designee..

SECTION 12. SICK LEAVE

To aid in reducing illness, the parties shall work in unison to educate and emphasize to employee members the importance of proper diet, sleep, exercise and other pertinent practices in maintaining a healthy condition.

A. Allowance/Accumulation

City employees shall accrue 96 hours of sick leave per year. Following completion of thirty (30) calendar days of continuous full-time service, each City employee shall accrue 3.69 hours per pay period of sick leave pay. Thereafter for each calendar month of service in which the employee has worked or has been paid for more than two-thirds (2/3) of the actual number of working days of such month, he/she shall be allowed eight hours of credit for sick leave with pay. Sick leave may be used by new employees following thirty calendar days of employment. Unused sick leave may be accumulated without limit.

B. Use of Sick Leave

No more than 48 hours of sick leave within any calendar year may be granted to an employee for the care or attendance upon members of his/her immediate family, and not more than 48 hours of sick leave within any calendar year may be granted to an employee each absence due to death of his/her immediate family. The phrase "immediate family" is defined as spouse, domestic partner, mother, mother-in-law, father, father-in-law, brother, brother-in-law, sister, sister-in-law, child, and a grandparent or grandchild, if residing within the home or within the same place of residence of the employee.

C. Reinstatement of Sick Leave

Upon reemployment, an employee who was terminated due to layoff will have sick leave time reinstated in that amount accumulated at the time of layoff up to a maximum of 320 hours. In the event that through the course of continued employment

accumulated sick leave exceeds 320 hours, payoff for such excess accumulations shall be in accordance with the payoff provisions of the program, but in no case shall the aggregate of such amount(s) exceed that provided by the policy.

D. Sick Leave Annual Payoff Program

Employees shall be able to cash out up to sixty (60) hours of sick leave pursuant to the annual payoff program, which shall be administered as follows:

1. By November of each calendar year, the City will determine the amount of unused sick leave for the calendar year that shall begin on the 25th biweekly pay period of each year through the 24th biweekly pay period of the following year for purposes of this provision. The specific dates between these pay periods vary from year to year and shall be provided to the employees in November of each year for the following year.

2. The maximum amount of sick leave hours cashed each calendar year at the employee's hourly rate is sixty (60) hours

3. Each employee must carry over to a sick leave "bank" a minimum of 36 current year unused hours per year in December, and may request cash payment for any hours above 36 current year unused hours or may add it to the sick leave bank

4. The sick leave payoff shall be based upon the pay rate of the employee as of the cutoff date of the above defined sick leave calendar year.

5. If 36 hours per calendar year of unused sick leave are not available, the number of unused hours must be carried over to the sick leave bank.

6. Employees shall not be allowed to change sick leave to other forms of paid leave upon return to work.

The current payoff programs at termination or retirement, as detailed in the Personnel Rules, remain unchanged.

E. Sick Leave to Service Credit Upon Retirement

The City shall contract with CalPERS for the Credit for the Unused Sick Leave option under Government Code section 20965. Employees, upon retirement, may elect to convert all accumulated and unused sick leave to CalPERS service credit.

F. Physician's Certificate on Use of Sick Leave

The Department Head may require evidence in the form of a physician's certificate, or written statement, as to adequacy of reason for any employee's absence of three (3) or more consecutive working days for which sick leave was requested or management

suspects an abuse of sick leave. A failure to supply or provide said certificate or written statement maybe grounds for denial of sick leave pay and the imposition of such disciplinary action as may be deemed appropriate.

Any employee absent from work for a period of three (3) or more consecutive working days, due to illness or accident, may be required to submit to and successfully complete a physical examination before returning to active duty. The physical examination will be conducted by a physician of the City's choice, with all costs to be paid by the City.

SECTION 13. HOLIDAYS

A. Fixed Holidays

The City will recognize the following days as official City fixed holidays: New Year's Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day.

Each fixed holiday granted to employees shall be a full shift of up to ten (10) hours of time off with pay. Any additional time taken off above ten hours per each fixed holiday must be deducted from the employee's other leaves, such as vacation.

B. Observation of Saturday and Sunday Holidays

For those employees whose normal work week is Monday through Friday, when a holiday falls on a Sunday, the following Monday shall be deemed to be the holiday in lieu of the day observed. When a holiday falls on a Saturday, the preceding Friday shall be deemed the holiday in lieu of the day observed.

C. Holiday Accrual on Flex Day Off or Workday

For all other employees, when a holiday falls on a regularly scheduled day off, the employee shall be entitled to straight time compensation for the holiday. This compensation can be taken either as compensatory time or pay, at the discretion of the employee. When a holiday falls on a regularly scheduled workday, employees assigned to Patrol shall accrue eight hours of holiday time in addition to being paid for time worked.

D. Holiday Pay

The City will provide holiday credit at the rate of 5.54 hours per pay period for a total of one hundred forty-four (144) hours each calendar year for bargaining unit members assigned to patrol only.

SECTION 14. BEREAVEMENT LEAVE

Bereavement - 40 hours of said leave per calendar year will be available to an employee

in the event of the death of said employee's grandparent, parent, spouse, domestic partner, child, stepchild, brother, or sister. The program is supplemental to the current sick leave program.

SECTION 15. VEHICLE ASSIGNMENT

Police Management Members shall be assigned vehicles. Vehicles must be used in accordance with Lexipol standards and guidelines.

SECTION 16. DISABILITY DISCRIMINATION

The City's policy shall be to make such efforts as are consistent with federal and state laws to place physically or mentally disabled employees in such positions that can be made available in the City service where their disabilities will not affect the performance of their duties. This policy will extend to all terms, conditions and privileges of employment.

The Americans with Disabilities Act (ADA) requires accommodation for individuals on a case by case basis. Prior to the City providing an accommodation, which would be contrary to negotiated agreements, the City shall provide written notice of intent to disregard provisions and shall meet and confer over options prior to implementation.

The City has a legal obligation to meet with individual employees as necessary to discuss possible accommodation before any adjustments are made to working conditions. The Association shall be notified prior to the implementation of proposed accommodations by the City, which affects an employee or group of employees within their respective bargaining unit. Accommodations provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of past practice in any grievance process.

No employee shall hold any position in a class where such individual poses a risk to the health or safety of the individual or others.

SECTION 17. GRIEVANCE PROCEDURE

Refer to Personnel Rule XV, Grievance and Complaint Procedure, Sections 15.1-15.6.

SECTION 18. EMPLOYEE AND EMPLOYER RIGHTS

The parties hereto agree that this MOU does not in any manner abridge, modify or restrict the rights and prerogatives of employees and the City as set forth in Chapter 2 of the West Covina Municipal Code. It is understood that said rights and prerogatives of the City include, but are not limited to, determinations as to the levels of service, manning requirements, work schedules, transfers, number and location of work stations, nature of work to be performed, contracting for any work or operations, employee performance standards, discipline and discharge, and reasonable work and safety rules and regulations in order to maintain the efficiency and economy desirable, in the performance of City services. It is further agreed that the City agrees to meet and confer with the

recognized bargaining representatives regarding the impact of such management decisions on matters within the scope of representation.

SECTION 19. OTHER PROVISIONS NOT COVERED HERE

It is understood that all other items relating to employee salaries and benefits not covered in this MOU, are covered by existing ordinances, resolutions, and policies of the City Council, as well as the Personnel Rules and Regulations presently in effect.

SECTION 20. MASTER MOU

The Association and the City have met and conferred in good faith to achieve this Memorandum of Understanding which replaces and superseded all previous Memorandum of Understandings.

SECTION 21. SEVERABILITY

It is understood and agreed that this MOU is subject to all present and future federal and state laws and regulations and the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of federal or state laws or regulations, or otherwise held to be invalid or unenforceable by a tribunal of competent jurisdiction, such part of provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

SECTION 22. RATIFICATION AND IMPLEMENTATION

A. Acknowledgement

The City and Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by those Association members voting who are in classifications represented by the Association set forth in this Agreement and adopted in the form of a resolution by the City Council.

B. Mutual Recommendation

This Agreement constitutes a mutual recommendation by the parties hereto, to the City council, that one or more ordinances and/or resolutions be adopted accepting its provisions and effecting the changes enumerated herein relating to wages, hours, fringe benefits, and other terms and conditions of employment for unit employees represented by the Association.

C. Ratification

Subject to the foregoing, this Memorandum of Understanding is hereby ratified by the authorized representatives of the City and the Association and entered into on this 18th day of January 2022.

D. Term of Memorandum of Understanding

The term of this Memorandum of Understanding shall be for the period commencing on January 1, 2025 and terminating after December 31, 2027.

PARTIES TO AGREEMENT

West Covina Police Management	City of West Covina
Tim Rodgers Police Management Association	Milan Mrakich Acting City Manager
Brandon Karmann Police Management Association	

ATTACHEMENT A

West Covina Police Management Association
Authorized Salary Ranges
Per Resolution No. 2025-27 Adopted by City Council on August 19, 2025

Effective First Full Pay Period Following Council Approval (4% increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE LIEUTENANT	PM01	$ 16,384	$ 17,477	$ 18,669		
POLICE CAPTAIN	PM02	$ 17,390				$ 19,998

Effective First Full Pay Period Following January 1, 2026 (4% increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE LIEUTENANT	PM01	$ 17,039	$ 18,176	$ 19,416		
POLICE CAPTAIN	PM02	$ 18,086				$ 20,798

Effective First Full Pay Period Following January 1, 2027 (3% increase)						
Position Title	**Grade Code**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**
POLICE LIEUTENANT	PM01	$ 17,550	$ 18,721	$ 19,998		
POLICE CAPTAIN	PM02	$ 18,629				$ 21,422

ATTACHEMENT B

CITY OF WEST COVINA — Memorandum
Police Department

TO: DAVE FAULKNER, CHIEF OF POLICE

FROM: PAT BENSCHOP, LIEUTENANT

DATE: APRIL 06, 2017

SUBJECT: **PATROL LIEUTENANT DEPLOYMENT STRATEGY**

As a component of the currently proposed WCPMA MOU, Police Lieutenants have agreed to transition from FLSA non-exempt status to exempt status. This simply moved the Lieutenants onto a fixed salary with no overtime earnings. To meet the challenge of covering Patrol shifts in the absence of the assigned Lieutenant, traditionally covered with overtime, the WCPMA explored numerous deployment options. However, it was unanimously decided by the entire body of the WCPMA that the Department would be best served by the Patrol Lieutenants remaining on their current deployment schedule (3/12.5 shifts).

It. is the intention of the WCPMA to avoid staffing Patrol Lieutenant (Watch Commander) vacancies with overtime. However, it is understood that where overtime can be significantly impacted and controlled, it will not be completely eliminated where staffing is required 24 hours per day; 7 days per week.

The following is a guideline which will be utilized to efficiently staff vacancies at the Watch Commander position:

Regularly scheduled vacations/time-off:

- Each month at the Lieutenant's Meeting, Watch Commanders will have an opportunity to inform the group of time off requests for the upcoming month
- The group will coordinate to backfill those vacancies with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Training Courses:

- As with Vacation time, Watch Commanders will notify the Lieutenant's group as soon as practical of any-upcoming training course they will attend.
- The vacancies may be staffed with Patrol and/or special assignment Lieutenants
- Where there are extended vacancies created by the school or scheduling conflicts, the Relief Sergeant may be used to staff the position (as is the current practice)

Backfill for 5th Sunday/Friday coverage:

- The Crew 5 and Crew 6 Sergeants will be scheduled to cover these shifts.

Long-Term IOD (Watch Commander)

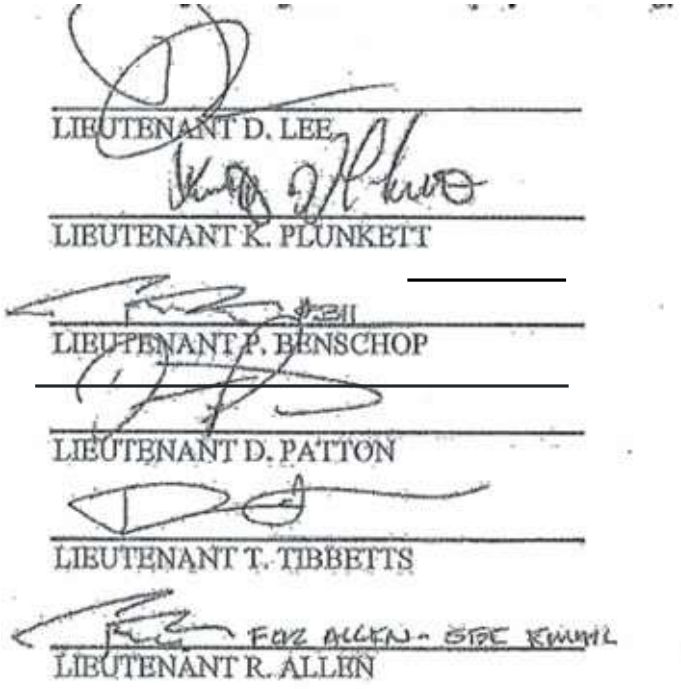
- To handle the unforeseen incidents of long-term IOD's the special assignment Lieutenants may be tasked with managing the Patrol coverage
- In addition, the-Relief Sergeant may be tasked to work a portionof the coverage

Equity-in Staffing:

- Each month at the Lieutenant's Meeting, the group with examine the extra hours (beyond the 40-hour work week) worked as well as time off taken by each Lieutenant during that cycleto insure equity
- The Patrol: Division Captain will be provided with the monthly data

As this deployment strategy is a new concept for file West Covina Police Department, it should be expected that adjustments may become necessary in the interest of operational efficiency. The Patrol Captain and Lieutenants will remain flexible and diligent in their overall deployment and evaluation of this strategy.

In an effort to educate future Lieutenants on the expectations outlined above, HR will be adding this information to all future promotional fliers for the rank of Lieutenant. Current Lieutenants acknowledge and agree with this deployment strategy.



AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF REJECTION OF SOLE PROPOSAL RECEIVED FOR REQUEST FOR PROPOSALS (RFP NO. 2025-10) FOR SHOPPING CART RETRIEVAL SERVICES**

RECOMMENDATION:

Staff recommends that the City Council reject the sole proposal received in response to the Request for Proposals (RFP No. 2025-10) for Shopping Cart Retrieval Services, as the proposal was non-responsive and lacked competitive pricing.

BACKGROUND:

The City continues to face issues with abandoned and misused shopping carts, which obstruct public rights-of-way, pose hazards to both pedestrians and vehicle traffic, and require substantial staff time for retrieval. On average, approximately 80 carts are collected monthly, originating from about 35 businesses throughout West Covina. Public Works currently retrieves these carts in response to citizen reports via GoGov, phone calls, or field observations.

To address the ongoing issue more efficiently, City staff was directed to issue a Request for Proposals (RFP) for a dedicated shopping cart retrieval services provider. The RFP was released on April 21, 2025, and advertised through the City's PlanetBids portal to ensure compliance with procurement policies and attract competitive proposals.

The RFP submission deadline was May 15, 2025. At the close of the solicitation period, only one proposal was received, from Kept Companies, Inc.

DISCUSSION:

Following a thorough evaluation of the proposal submitted by Kept Companies, Inc., City staff determined that the proposal did not meet several critical requirements outlined in the RFP:

- Non-compliance with RFP Specifications: The proposal did not fully address the required service specifications or provide the schedule options requested in the RFP.
- Insufficient Qualifications: The vendor lacked essential documentation and did not demonstrate relevant municipal experience within California.
- Lack of Value and Competitiveness: The pricing offered was not considered cost-effective or competitive based on the scope of services requested, at a cost of $820 per week for service 4 days per week. This cost would be $42,640 per year with additional costs of $200 per cart when not scheduled.

Given these deficiencies and the absence of multiple competitive proposals, staff does not recommend

proceeding with an award at this time. Moving forward, staff will explore options for evaluating alternative service delivery models to address the ongoing shopping cart issue. In the interim, Public Works staff will continue to retrieve shopping carts.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation;or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

There is no fiscal impact associated with rejecting the proposal.

Attachments

Attachment No. 1 - Original RFP Document (RFP NO. 2025-10)
Attachment No. 2 - Proposal Fee Schedule

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Enhance City Image and Effectiveness

SHOPPING CART RETRIEVAL SERVICES	Approved by: Roxanne Lerma	RFP No. 2025-10
		Effective Date 4/21/2025

1. GENERAL

The City of West Covina (City) is seeking proposals from qualified contractors to provide shopping cart retrieval services throughout the City. It is the intent of the City to contract with one or more contractors for all or portions of these services. The City will consider proposals to provide all or a portion of any of these services.

2. RFP SCHEDULE

- RFP release: **April 21, 2025**
- Mandatory on-site pre-proposal meeting at **10 a.m. on April 30, 2025** (RSVP through City's PlanetBids)
- Questions due: **May 5, 2025** (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **May 8, 2025** (Responses will be posted on City's Planet Bids portal)
- Proposals due: **May 15, 2025 by 2 p.m.**
- Potential Interview: **May 22, 2025**
- Selection of proposer (tentative date): **June 17, 2025** (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. PROPOSAL SUBMISSION

Proposals must be for the entire scope of services outlined in this RFP. Incomplete proposals will not be considered. Proposals will be received electronically (online only) via City of West Covina's PlanetBids portal at https://www.westcovina.org/departments/finance/finance/bids-rfps.

Proposals must be submitted with the following attachments:

Attachment A: Statement of Non-Collusion by Contractor
Attachment B: Subcontractor Campaign Contribution Acknowledgement Form
Attachment C: Sam.gov Verification – Debarment & Suspension Verification
Attachment D: Fee Schedule
Attachment F: Certificate of Insurance

Attachment G: W-9

Proposals must be submitted no later than **2 p.m.** on **May 15, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a proposal shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFP and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFP is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFP may be disqualified with no further consideration given to the proposal submitted.

All questions regarding the specifications in this RFP are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

Services

The City offers 16 parks, four community centers, a Sports Complex, and a County-operated library. The City provides a full range of services to its citizens, including police, fire and emergency medical; construction and maintenance of streets, traffic signalization and other infrastructure; planning and building safety; and social, recreational and cultural activities and events. However, the City contracts out building and safety services, engineering, and business licensing. Additionally, water utilities and solid services are provided and billed externally.

The City is financially accountable for the Successor Agency to the former Redevelopment Agency of the City of West Covina, a financing authority, and a housing authority, which are combined within the City's financial statements.

6. SCOPE OF SERVICES

The scope of services to be provided is described in Attachment E of this RFP.

7. CONTRACT PERIOD

It is anticipated that the initial term of the agreement will be for a period of three (3) years, with the option to extend the term for up to two (2) additional years upon mutual written agreement of the City and the selected contractor, contingent upon satisfactory performance of the selected contractor.

8. PROPOSAL FORMAT

The proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements and on providing a complete and clear description of the offer. Proposals that appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity of this RFP may be rejected. The proposal should contain the sections in the order indicated below. This standardization will facilitate evaluation of the comparative merits of all proposals submitted.

8.1 COVER LETTER

Provide a letter of introduction, approximately one (1) page in length, including the name, address and telephone number of the person(s) to contact who will be authorized to represent the proposer. This letter shall be signed by an officer of the proposer authorized to bind the proposer to all commitments made in the proposal.

8.2 PROJECT SUMMARY SECTION

The Project Summary section should describe your understanding of the City, the work to be done, and the objective to be accomplished referring to specific sections of the scope of services.

8.3 METHODOLOGY SECTION

Provide a detailed description of the approach and methodology to be used to accomplish the scope of services of this RFP to achieve City satisfaction, along with a proposed timeline to compete the project, if applicable.

8.4 FEE SCHEDULE

The fee schedule should include hourly rates, miscellaneous fees and other anticipated expenses, and total cost of the services.

8.5 EXCLUDED OR SUBCONTRACTED SERVICES

Provide details of any necessary services relating to the proposal/service process which will not be included in your proposal, including those which the proposer expects to be performed by City staff and/or by other contractors or subcontractors. If you intend to subcontract any portion of the work, identify the subcontractor(s) and provide details regarding their qualifications.

8.6 LIST OF SIMILAR SERVICES COMPLETED

Provide a complete listing of all similar services that have been provided within the past three (3) years. Include name of agency or company, project manager/contact, dates services were provided and summary of services provided.

8.7 REFERENCES

The proposer shall submit with his/her/its proposal a list of at least **three (3)** clients using the same or similar services being proposed, with names, addresses, email addresses and telephone numbers. A survey of references will be made to determine, among other things, the proposer's success in meeting the needs of the contracting agency in a timely manner.

8.8 FINANCIAL STATEMENT

The Financial Statement shall be the most recently available (not to exceed 1 year old) full and detailed presentation of the Proposer's condition of assets, liabilities, and net worth. The proposer shall submit with his/her/its proposal financial documents with interim financial documents as of the last month end. The financial documents are to include Income Statement, Balance Sheet and Statement of Cash Flows.

9. ORAL PRESENTATIONS

An oral presentation by the proposers in final contention for award of an agreement for services may, in City's discretion, be required as a part of this RFP process. The purpose of the oral presentation would be twofold: first, to allow the proposer to demonstrate capabilities of the company and to clarify proposer's responses to the RFP; second, to allow the City staff to meet the proposer's key personnel who would be assigned to this project. Attendance at such a presentation shall be at the proposer's expense.

10. TERMS AND CONDITIONS OF RFP

10.1 SIGNED SUBMISSION OF PROPOSALS

Each proposal must be signed in longhand by the person or persons legally authorized to bind the proposer to the proposal and contracts. The name and title of each person signing shall by typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the proposal to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF PROPOSALS

Any submission of proposals received after the due date and time specified in this RFP will not be considered.

10.3 ACCURACY OF PROPOSALS; WITHDRAWAL OF PROPOSALS

Proposers shall take all responsibility for any errors or omissions in their proposals.

To withdraw a proposal, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting proposals.

Withdrawals will not be permitted after the deadline for submitting proposals.

10.4 ADDENDUM TO THE RFP

Any modifications or changes to this RFP will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFP process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the proposals. This includes all protests relating to advertising of the RFP, deadlines, proposal opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFP does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all proposals, the right to cancel or postpone the RFP or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award the agreement to any of the proposers. The City reserves the right to waive any immaterial irregularities in a proposal or a submission of a proposal.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF PROPOSALS

All proposals submitted in response to this RFP shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the proposal which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as "Trade Secret", "Confidential", or "Proprietary".

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its proposal that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from

disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all proposals submitted may be kept confidential until a contract is awarded.

10.8 PROPOSAL VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer's response shall remain valid for 120 days from the date of submission of the proposal to the City.

10.9 PRESS RELEASES

The selected contractor shall not issue any news or press releases relating to an award of contract resulting from this RFP or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Proposals will be evaluated to determine the company or person best suited to complete the project based on qualifications, experience and pricing including: qualifications and experience as provided in a resume or statement of qualifications; ability to effectively communicate and conduct presentations; cost of services; reference checks. All proposers should identify or affirm each of the following requirements:

(a) Have a minimum of three (3) similar projects within the last three (3) years providing the same or similar services requested in this RFP.

(b) Have no outstanding or pending complaints as determined through the Better Business Bureau or State of California Department of Consumer Affairs.

(c) Have the administrative and fiscal capability to provide and manage the proposed services.

Proposals will be ranked according to the following criteria:

Criteria	Maximum Points
Completeness of Proposal	25
Relevant Experience and Qualifications of Proposed Project Team	35
Capacity to Perform	30
Proposed Cost	10
TOTAL	**100**

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the proposal, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with proposal.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any proposer. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFP. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFP.

10.13 PERMITS AND LICENSES

The selected contractor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential contractors relating to the preparation or submission of proposals. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a proposal in response to this RFP;
- Submitting a proposal to the City;
- Oral presentations required by the City;
- Negotiating with the City in any manner related to the proposal submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

The selected proposer will be required to execute an agreement for services. A sample of the agreement is included as Attachment H to this RFP. The sample agreement may be modified by the City prior to award of a contract.

Submission of a proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the proposer includes with

its proposal, in writing, any conditions or exceptions requested by the proposer to the sample agreement. The terms of the sample agreement, including insurance and indemnification requirements, are standard City requirements and will be modified only if extraordinary circumstances exist.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their proposal whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF LOCATIONS AND SPECIFICATIONS

Proposers are expected to carefully examine the locations of the proposed services and the specifications set forth in this RFP and all attachments hereto. By submitting a proposal, the proposer declares he/she/it has carefully reviewed the locations of the proposed services and all specifications and requirements set forth in this RFP, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFP.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

11. INSURANCE

Insurance requirements are set forth in the sample agreement (Attachment H). Proposers must include a copy of their company's insurance certificate or a letter from insurance carrier stating that their company is insurable for the limits required if awarded the contract. If awarded the contract, a certificate of insurance must be furnished to the City within fourteen (14) days after notification of award.

12. REGISTRATION WITH THE DEPARTMENT OF INDUSTRIAL RELATIONS

Pursuant to California Labor Code sections 1725.5 and 1771.1, no contractor or subcontractor shall be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the

performance of any contract for public work unless registered and qualified pursuant to California Labor Code section 1725.5.

This requirement does not apply to contractors for shopping cart retrieval services.

13. PREVAILING WAGES

With the exception of shopping cart retrieval services, the services to be provided pursuant to this RFP are subject to prevailing wage requirements. Pursuant to provisions of Sections 1770 et seq. of the California Labor Code, all workers employed to provide services pursuant to the agreement awarded following this RFP shall be paid not less than the general prevailing rate of per diem wages, as determined by the Director of the Department of Industrial Relations (DIR) for work of a similar character in the locality in which the work is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. Copies of the prevailing rate of per diem wages are on file with the Public Works Department and are available to any interested party upon request. The applicable State prevailing wages are also set forth on the Department of Industrial Relations' website: http://www.dir.ca.gov; these rates are subject to predetermined increases.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Proposal if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more.

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

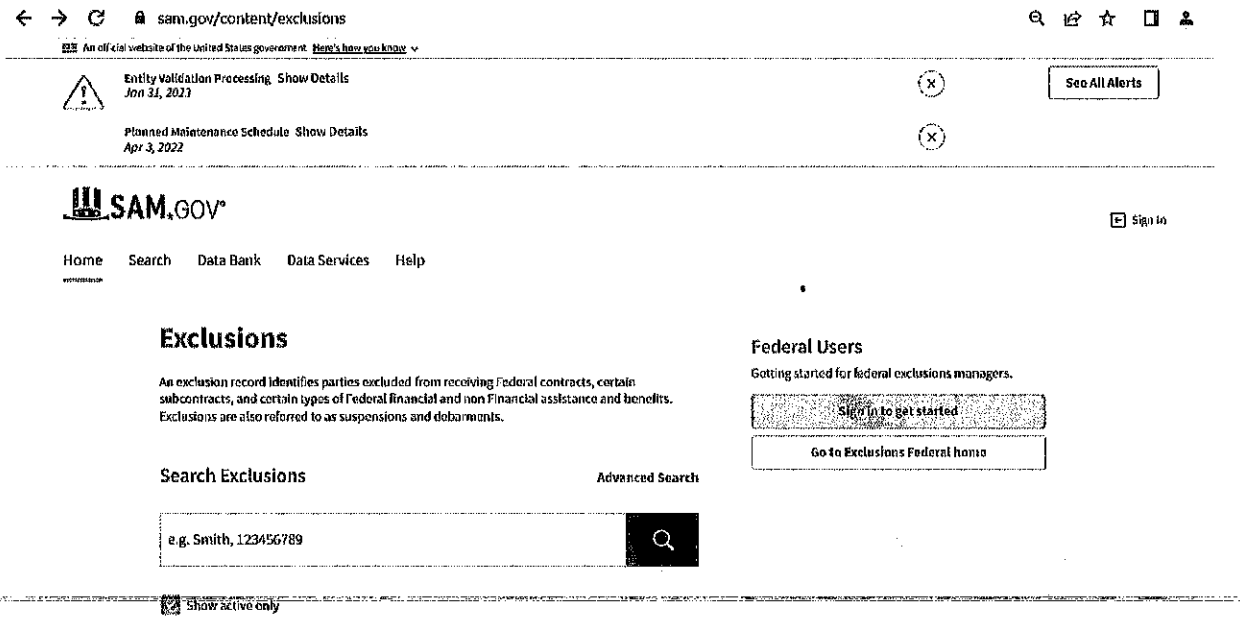
Date: _____

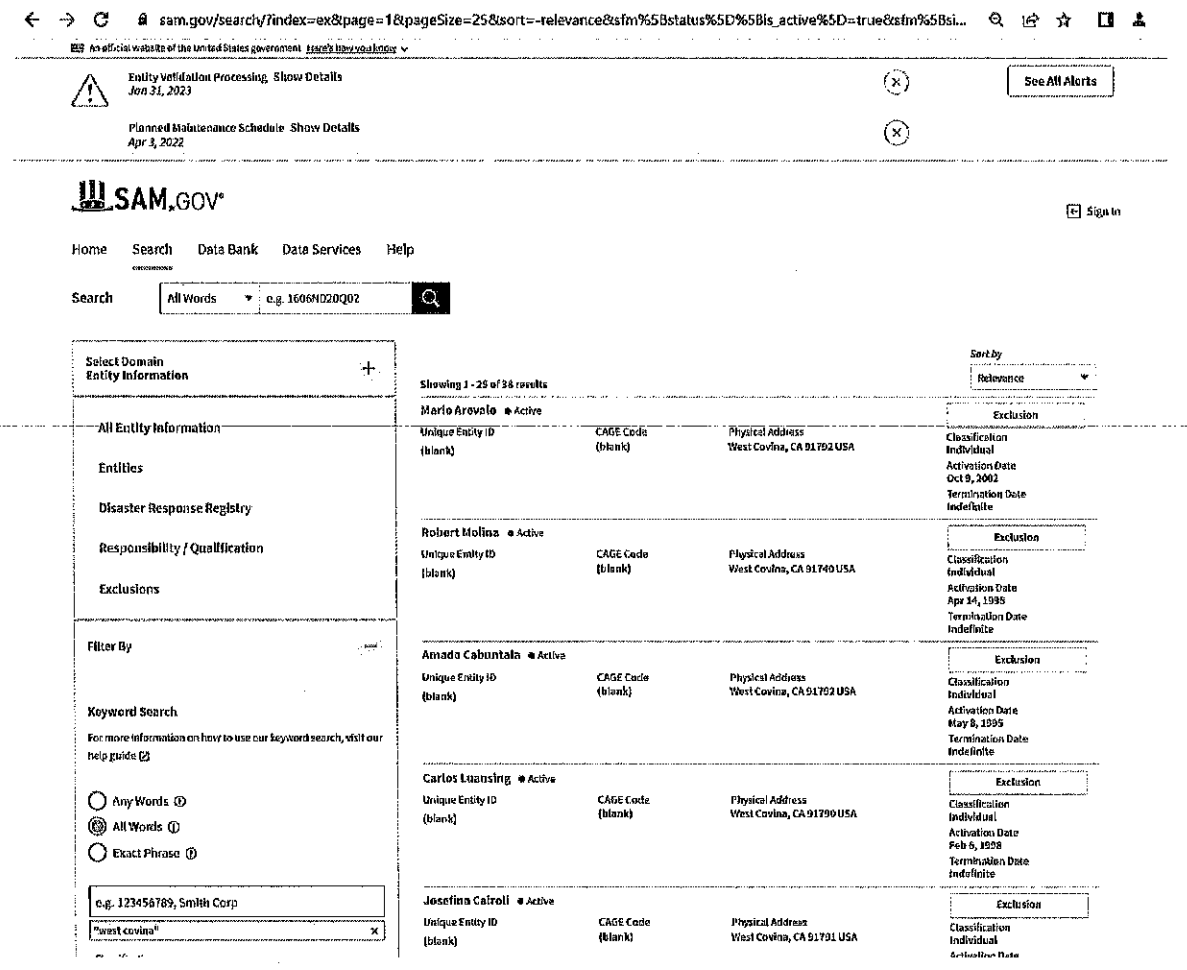
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select "Search" from the header menu from any page on SAM.gov
- In the filters, under "Select Domain," select "Entity Information, then select "Exclusions."
- Use the filters or keyword box to enter search criteria and see your results
- See sample on next page


sam.gov/content/exclusions
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
See All Alerts
Planned Maintenance Schedule Show Details
Apr 3, 2022
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Exclusions
An exclusion record identifies parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non Financial assistance and benefits. Exclusions are also referred to as suspensions and debarments.
Federal Users
Getting started for federal exclusions managers.
Sign in to get started
Go to Exclusions Federal home
Search Exclusions
Advanced Search
e.g. Smith, 123456789
Show active only


sam.gov/search/?index=ex&page=1&pageSize=25&sort=-relevance&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bsi...
An official website of the United States government Here's how you know
Entity Validation Processing Show Details
Jan 31, 2023
See All Alerts
Planned Maintenance Schedule Show Details
Apr 3, 2022
SAM.GOV
Sign In
Home
Search
Data Bank
Data Services
Help
Search
All Words
e.g. 1606ND20Q02
Select Domain
Entity Information
All Entity Information
Entities
Disaster Response Registry
Responsibility / Qualification
Exclusions
Filter By
Keyword Search
For more information on how to use our keyword search, visit our help guide
Any Words
All Words
Exact Phrase
e.g. 123456789, Smith Corp
"west covina"
Showing 1 - 25 of 38 results
Sort by
Relevance
Mario Arevalo Active
Exclusion
Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA
Classification
Individual
Activation Date
Oct 9, 2002
Termination Date
Indefinite
Robert Molina Active
Exclusion
Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91740 USA
Classification
Individual
Activation Date
Apr 14, 1995
Termination Date
Indefinite
Amado Cabuntala Active
Exclusion
Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91792 USA
Classification
Individual
Activation Date
May 8, 1995
Termination Date
Indefinite
Carlos Luansing Active
Exclusion
Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91790 USA
Classification
Individual
Activation Date
Feb 6, 1998
Termination Date
Indefinite
Josefina Cairoli Active
Exclusion
Unique Entity ID
(blank)
CAGE Code
(blank)
Physical Address
West Covina, CA 91791 USA
Classification
Individual

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

FEE SCHEDULES

FEE SCHEDULE

FEE SCHEDULE

A. SHOPPING CART RETRIEVAL

RATES:

DESCRIPTION:

TOTAL COST FOR RETRIEVAL/REPORTING

	4 DAYS PER WEEK MON–TUES–THURS–SAT	7 DAYS PER WEEK
HOURS: 7 AM – 3 PM	**$**	**$**

DESCRIPTION:	**COST:**
COST/CART WHEN NOT SCHEDULED	**$**
OTHER FLAT FEES/MONTH (IF ANY)	**$**

SHOPPING CART RETRIEVAL FEE SCHEDULE PREPARED BY:

BIDDER:_____

ADDRESS:_____

PHONE: _____ FAX:_____

EMAIL:_____

_____ _____
Signature Date

_____ _____
Name Printed Title

LIST OF STORES/BUSINESSES THAT DIRECTLY CONTRACT WITH THE BIDDER FOR CART RETRIEVAL SERVICES IN CITY OF WEST COVINA: *(USE ADDITIONAL SHEETS IF NECESSARY)*

NOTES/ADDITIONAL COMMENTS:

ATTACHMENT E

SCOPE OF SERVICES

SCOPE OF SERVICES

SHOPPING CART RETRIEVAL

Any proposal to provide shopping cart retrieval services shall be for the entire scope of services set forth in this section. Incomplete proposals will not be considered.

Scope of Services:

As directed by the City, collect abandoned shopping carts from public and private properties (that are accessible to the public) within City of West Covina City limits which have been reported by City staff or residents. Collect carts within 24 hours of receiving report of abandoned cart. If 24-hour service is not possible, list exceptions/days that carts cannot be collected (e.g. Saturdays, Sundays, New Year's Day, other holidays, etc.)

The following are additional services to provide:

- Utilize the City's work tracking system, "West Covina Report an Issue" work order tracking system. GoGov Tracking System, which allows City, citizens and the contractor to submit and receive updates regarding occurrences. The City will provide access to the contractor to use for this purpose. Access will be provided to the contractor via a mobile device application mobile portal for both android and iPhone users. Use of City provided Tracking System will be at no cost to the contractor; however, this does not include the cost of mobile devices or mobile data needed to use the application, both of which will be provided by the contractor at no cost to City. City will provide training materials regarding expectations and use of System.

- Collect carts seven days per week in City limits. If carts cannot be collected seven days per week, then list exceptions list days that carts cannot be collected (e.g. Saturdays, Sundays, New Year's Day, other holidays, etc.);

- Contractor is to photograph and upload photos in real time of each shopping cart and location of pickup within City's "West Covina Report an Issue" work order tracking system. All assigned requests from the City's "West Covina Report an Issue" work order tracking system are to be closed with photo's attached.

- Collect carts that are empty, as well as carts that may have litter, trash, or debris in them. If carts have debris in them, then the contractor will place debris from carts in a plastic bag and securely tie bag shut so that debris does not blow out of collection vehicle while transporting carts and debris. However, the contractor is not required to and will not retrieve carts that clearly hold the possessions of a homeless person. In those situations, the contractor will report location to Public Works Superintendent or a designated staff member for assistance via email and GoGov app with photos. City will provide the contractor with a location to dispose of debris from carts at no cost.

- Collect usable carts as well as carts which are dirty, damaged, dented, in disrepair, and/or otherwise unusable.

- Return shopping carts to the City yard and notify City staff with report of number of carts collected, store brands of carts, date collected, and location carts are collected from with notation if the cart has required signage per West Covina City Ordinance No. 2511.

- Provide month-end report to support invoice charges, including number of carts collected by week/day, locations where carts are collected, store brands of carts collected, and disposition of carts collected.

- Within three working days of new contract with a new business within West Covina City Limits, provide City name of business that directly contracted with the contractor for cart retrieval services. If the contractor is providing cart retrieval service directly to businesses, then the City will not be billed for retrieval of those carts.

Other Requirements.

1. All employees must be able to understand written and verbal instructions provided by the graffiti coordinator in English, and complete reports relating to shopping cart retrieval.

2. All employees must have a valid Class C driver's license and be able to safely drive a vehicle.

3. Contractor shall supply all labor, material, tools, protective clothing and gear, traffic safety equipment and other equipment that is required or needed to perform the services.

4. Contractor shall perform work in a timely and efficient manner and in a courteous and business-like manner at all times.

ATTACHMENT F

CERTIFICATE OF INSURANCE
(AS OUTLINED IN ATTACHMENT H, SECTION 5, INSURANCE)

CERTIFICATE OF INSURANCE

ATTACHMENT G

W-9

ATTACHMENT H

SAMPLE AGREEMEMT

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
_____
FOR

THIS MAINTENANCE SERVICES AGREEMENT is made and entered into this __ day of _____, 20__ ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and _____, a [the state where incorporation/organization occurred] [type of organization (corporation, limited liability company, limited partnership, etc.)] ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to City to _____, as more fully described herein; and

B. Contractor represents that it has the experience and expertise to properly perform such services and holds all necessary licenses to practice and perform the services; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

SAMPLE

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference.

1.2. Prevailing Wage Requirements.

(a) Prevailing Wage Laws. Contractor is aware of the requirements of Chapter 1 (beginning at Section 1720 et seq.) of Part 7 of Division 2 of the California Labor Code, as well as Title 8, Section 16000 et seq. of the California Code of Regulations ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. This project is a "public works" project and requires compliance with the Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

(b) Payment of Prevailing Wages. Contractor shall pay the prevailing wage

rates for all work performed under this Agreement. When any craft or classification is omitted from the general prevailing wage determinations, Contractor shall pay the wage rate of the craft or classification most closely related to the omitted classification. A copy of the general prevailing wage rate determination is on file in the Office of the City Clerk and is incorporated into this Agreement as if fully set forth herein. Contractor shall post a copy of such wage rates at all times at the project site(s).

(c) Legal Working Day. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of the Labor Code regarding eight (8)-hour work day and 40-hour work week requirements, and overtime, Saturday, Sunday, and holiday work. Work performed by Contractor's or any subcontractor's employees in excess of eight (8) hours per day, and 40 hours during any one week, must include compensation for all hours worked in excess of eight (8) hours per day, or 40 hours during any one week, at not less than one and one-half times the basic rate of pay. Contractor shall forfeit as a penalty to City Twenty-Five Dollars ($25.00), or any greater penalty set forth in the Labor Code, for each worker employed in the execution of the work by Contractor or by any subcontractor(s) of Contractor, for each calendar day during which such worker is required or permitted to the work more than eight (8) hours in one calendar day or more than 40 hours in any one calendar week in violation of the Labor Code.

(d) Apprentices. Contractor shall comply with the provisions of Labor Code Section 1777.5 concerning the employment of apprentices on public works projects. Contractor shall be responsible for ensuring compliance by its subcontractors with Labor Code Section 1777.5.

(e) Payroll Records. Pursuant to Labor Code Section 1776, Contractor and any subcontractor(s) shall keep accurate payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any subcontractor in connection with this Agreement. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following: (1) The information contained in the payroll record is true and correct; and (2) The employer has complied with the requirements of Sections 1771, 1881, and 1815 of the Labor Code for any work performed by his or her employees on this project. The payroll records shall be certified and shall be available for inspection at all reasonable hours in accordance with the requirements of Labor Code Section 1776.

(f) Registration with DIR. Contractor and any subcontractor(s) of Contractor shall comply with the provisions of Labor Code Section 1771 and Labor Code Section 1725.5 requiring registration with the DIR.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be conducted by the City

SAMPLE

Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

(a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Compliance with Applicable Law. Contractor shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

SAMPLE

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's total compensation shall not exceed _____ Dollars ($ _____.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The services shall be performed in strict compliance with the project schedule agreed to by City and Contractor, which may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of _____ months, ending on _____, 20__, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. **[Optional language if extensions permitted:** Thereafter, this Agreement may be extended for a maximum of [spell out number (#)] successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.**]**

4.2. Notice of Termination. The City reserves and has the right and privilege of

SAMPLE

canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

a. Be adjudged a bankrupt;

b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;

c. Make a general assignment for the benefit of creditors;

d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;

e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or

f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

SAMPLE

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

(a) Commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than Two Million Dollars ($2,000,000) per occurrence, Four Million Dollars ($4,000,000) general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(b) Automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than One Million Dollars ($1,000,000) combined single limit for each accident.

(c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars ($1,000,000) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

> I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

If the Contractor maintains higher limits or has broader coverage than the minimums shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.

(b) Notice of Cancelation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

(c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.

(d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

(e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.

(f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

SAMPLE

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

SAMPLE

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:	IF TO CITY:
_____	City of West Covina
_____	1444 West Garvey Ave. South
_____	West Covina, CA 91790
Tel: _____	Tel: _____
Fax: _____	Fax: _____
Email: _____	Email: _____
Attn: _____	Attn: _____

6.5. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement against another party, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of

any of the terms, conditions, or provisions hereof.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, with counsel of City's choosing, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due

to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

6.11. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.12. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.13. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any

SAMPLE

services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.14. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.14. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

SAMPLE

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other consultants for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not

affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.25. Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

CITY OF WEST COVINA,
A municipal corporation

_____ Date: _____
[Name]
[Mayor or City Manager]

SAMPLE

CONTRACTOR

_____ Date: _____
Signature

_____
Name and Title

ATTEST:

_____
Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:

Note: City reserves the right to modify, amend and/or strike any provision of this sample agreement prior to the award of a contract.

_____ Date: _____

Thomas P. Duarte
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Stephanie Sikkema
Acting Human Resources and Risk
Management Director

SAMPLE

FEE SCHEDULE

FEE SCHEDULE

A. SHOPPING CART RETRIEVAL

RATES:

$205.00 per day X 4 days = $820.00 per week

DESCRIPTION:

TOTAL COST FOR RETRIEVAL/REPORTING

	4 DAYS PER WEEK MON–TUES–THURS–SAT	7 DAYS PER WEEK
HOURS: 7 AM – 3 PM	$ 820.00	$ N/A

DESCRIPTION:	COST:
COST/CART WHEN NOT SCHEDULED	$ 200.00
OTHER FLAT FEES/MONTH (IF ANY)	$ 58.00

SHOPPING CART RETRIEVAL FEE SCHEDULE PREPARED BY:

BIDDER: Kept Companies, Inc.

ADDRESS: 26 Law Drive, Section E, 2nd Floor, Fairfield, NJ 07004

PHONE: 813-918-9149 FAX: 877-239-6558

EMAIL: erics@keptcompanies.com

Signature — Date: 5/1/25

Lorraine Matarazzo — Name Printed

VP — Title

LIST OF STORES/BUSINESSES THAT DIRECTLY CONTRACT WITH THE BIDDER FOR CART RETRIEVAL SERVICES IN CITY OF WEST COVINA: *(USE ADDITIONAL SHEETS IF NECESSARY)*

We are currently servicing The Home Depot in West Covina for Cart Retrieval Services.

NOTES/ADDITIONAL COMMENTS:

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE SPECIALIZED FLEET VEHICLE: DUMP TRUCK**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the purchase of one (1) Dump Truck for the Public Works Department's Fleet Services Division from WC Performance Ford, the lowest responsible bidder, in an amount not to exceed $100,000.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase.
3. In the event the Dump Truck is no longer available from WC Performance Ford at the time of purchase, authorize the Acting City Manager to purchase the Dump Truck from another vendor that submitted a bid or purchase a comparable vehicle meeting the City's specifications, provided the purchase price shall not exceed $100,000.

BACKGROUND:

As part of the City's ongoing effort to maintain and improve the operational readiness of its fleet, the Public Works Department's Fleet Services Division has identified an urgent need to replace its aging 2008 GMC dump truck. The dump truck is a critical asset used for street maintenance, debris removal and hauling, other essential services, and emergency response operations. The current vehicle has exceeded its useful life, leading to increased maintenance costs, operational inefficiencies, and safety concerns.

DISCUSSION:

On June 4, 2025, staff issued a Request for Bids (RFB No. 2025-16) for one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck in accordance with the minimum specifications indicated in the RFB. The RFB was advertised on West Covina's e-procurement portal, PlanetBids, to ensure competitive pricing and adherence to the City's procurement policies for the new dump truck that meets the operational specifications and safety standards required by the department.

The bidding period closed on June 19, 2025. Five (5) bids were received. The bid results are shown in the table below.

Bidder	Bid Amount	Bid Details
WC Performance Ford	$98,081.87	Ford F550 4x4 Regular Cab
Tim Moran Auto Group	$115,558.88	Ford F550 4x4 Regular Cab
Transwest Truck Center	$105,965.92	Ford F550 4x4 Regular Cab
Warren Anderson Ford dba Fritts Ford	$63,730.00	Chasis only
PFVT Motors LLC dba Peoria Ford	$93,528.31	Chasis only

All bids were evaluated using the criteria described in the RFB as follows:

Vendor:	PFVT Motors LLC dba Peoria Ford	Tim Moran Auto Group	Transwest Truck Center	Warren Anderson Ford dba Fritts Ford	WC Performance Ford
Criteria					
Proposed product compliance with specifications.	0	20	20	0	30
Timeframe for delivery	0	20	5	0	30
Proposed Cost	35	28	31	37	38
Total Score	**35**	**68**	**56**	**37**	**98**

Two bids were for truck chassis only.

After a thorough evaluation for responsiveness and compliance with specifications, WC Performance Ford was identified as the lowest responsible bidder with a proposed cost of $98,082.

All required documentation, including warranties and delivery timeline, has been reviewed and meets the City's requirements.

As outlined above, the bid deadline was June 19, 2025. Due to the time that has passed between bid opening and presenting this item for the City Council's consideration, staff anticipates that the vehicle referenced in WC Performance Ford's bid may no longer be available. In such event, staff is seeking Council authorization for the Acting City Manager to purchase a Dump Truck from another vendor that submitted a bid, or to purchase a comparable vehicle that meets the City's specifications, provided that the total purchase price shall not exceed $100,000. This authorization is intended to avoid delays in purchasing this urgently needed vehicle.

LEGAL REVIEW:

The City Attorney's Office has reviewed this staff report.

OPTIONS:

The City Council has the following options:

1. Adopt staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I

Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

The cost for the procurement is $98,082, which is allocated in the approved FY 2025-26 Fleet Replacement Fund. 367.503.61.52.67.00.71.71700.

Attachments

ATTACHMENT NO 1. - RFB 2025-16 ONE (1) NEW 2024.2025 MODEL FORD F-550 4X4 REG CAB DUMP TRUCK

ATTACHMENT NO 2. - RFB 2025-16 ADDENDUM NO. 1

ATTACHMENT NO. 3 - BIDS

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Enhance City Image and Effectiveness

ONE (1) NEW 2024/2025 MODEL FORD F-550 4X4 REGULAR CAB DUMP TRUCK	**Approved by:** Roxanne Lerma	**RFB No.** 2025-16
		Effective Date June 4, 2025

1. GENERAL

The City of West Covina (City) is seeking bids from qualified Vendors to submit a bid for one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck in accordance with the minimum specifications indicated herein.

2. RFB SCHEDULE

- RFB release: **June 4, 2025**
- Questions due: **June 9, 2025**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **June 10, 2025**
  (Responses will be posted on City's Planet Bids portal)
- Bids due: **June 19, 2025, by 3:30 p.m.**
- Selection of bid (tentative date): **July 15, 2025**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. BID SUBMISSION

Bids will be received electronically (online only) via City of West Covina's PlanetBids portal at:
https://www.westcovina.org/departments/finance/finance/bids-RFBs.

Bids must be submitted with the following attachments:

Attachment A:	Statement of Non-Collusion by Vendor
Attachment B:	Subcontractor Campaign Contribution Acknowledgement Form
Attachment C:	Sam.gov Verification – Debarment & Suspension Verification
Attachment D:	Bid Pricing
Attachment E	Specifications Compliance Forms
Attachment F:	W-9

Bids must be submitted no later than **3:30 p.m.** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Bids must be submitted no later than **3:30 p.m.** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a bid shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFB and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFB is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFB may be disqualified with no further consideration given to the bid submitted.

All questions regarding the specifications in this RFB are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

6. SPECIFICATIONS

The specifications are described in Attachment E of this RFB.

7. BID FORMAT

A bid response to this RFB shall consist of the following:

a. Bid Pricing – Vehicle bid price must include complete all required equipment, in-service items, and installation as stated in the specification. Attach vehicle bid as Attachment D.

   The City will only accept bid pricing that is submitted online within the PlanetBids system by the bid due date and time. Bid pricing submitted by any other method will not be accepted. No exceptions.

b. Supporting Documents – Set of descriptive information to include specifications, catalogs, drawings, and manufacturer warranty, if applicable, for equipment proposed as outlined in Specification.

c. Required Forms:
   - Statement of Non-Collusion by Vendor (Attachment A)
   - Subcontractor Campaign Contribution Acknowledgement Form, If
   - Applicable (Attachment B)
   - Sam.gov Verification–Debarment & Suspension Verification (Attachment C)
   - Bid Pricing (Attachment D)
   - Specifications Compliance Forms (Attachment E)
   - W-9 (Attachment F)

   Supporting documents must be uploaded as attachments within the bidding system. Bid may be deemed non-responsive for failure to submit supporting documents with the bid or as requested by the City.

8. DELIVERY SCHEDULE

The City will take delivery as soon as vehicles become available, but no later than 45 days upon receipt of order.

Delivery shall be made Monday through Thursday only, between 7:00 am and 4:00 pm.

9. WARRANTY

The manufacturer's standard warranty shall apply to all equipment procured against this specification.

10. TERMS AND CONDITIONS OF RFB

10.1 SIGNED SUBMISSION OF BIDS

Each bid must be signed in longhand by the person or persons legally authorized to bind the proposer to the bid and contracts. The name and title of each person signing shall be typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF BIDS

Any submission of bids received after the due date and time specified in this RFB will not be considered.

10.3 ACCURACY OF BIDS; WITHDRAWAL OF BIDS

Proposers shall take all responsibility for any errors or omissions in their bids.

To withdraw a bid, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting bids.

Withdrawals will not be permitted after the deadline for submitting bids.

10.4 ADDENDUM TO THE RFB

Any modifications or changes to this RFB will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFB process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the bids. This includes all protests relating to advertising of the RFB, deadlines, bid opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFB does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all bids, the right to cancel or postpone the RFB or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award to any of the proposers. The

City reserves the right to waive any immaterial irregularities in a bid or a submission of a bid.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF BIDS

All bids submitted in response to this RFB shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the bid which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its bid that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all bids submitted may be kept confidential until a contract is awarded.

10.8 BID VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the bid to the City.

10.9 PRESS RELEASES

The selected vendor shall not issue any news or press releases relating to an award of contract resulting from this RFB or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Bids will be ranked utilizing the following criteria:

Criteria	**Max Points**
Proposed product compliance with specifications	30
Cost	40
Timeframe for delivery	30
Total	100

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the bid, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with bid.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFB if they have any financial or business relationship with any proposer. This RFB process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFB. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFB.

10.13 PERMITS AND LICENSES

The selected vendor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential vendors relating to the preparation or submission of bids. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a bid in response to this RFB.
- Submitting a bid to the City.
- Negotiating with the City in any manner related to the bid submitted.
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

Submission of a bid shall be deemed acceptance of all the terms set forth in this RFB unless the proposer includes with its bid, in writing, any conditions or exceptions requested by the proposer.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their bid whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF SPECIFICATIONS

Proposers are expected to carefully examine the specifications set forth in this RFB and all attachments hereto. By submitting a bid, the proposer declares he/she/it has carefully reviewed all specifications and requirements set forth in this RFB, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFB.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY VENDOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Bid if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

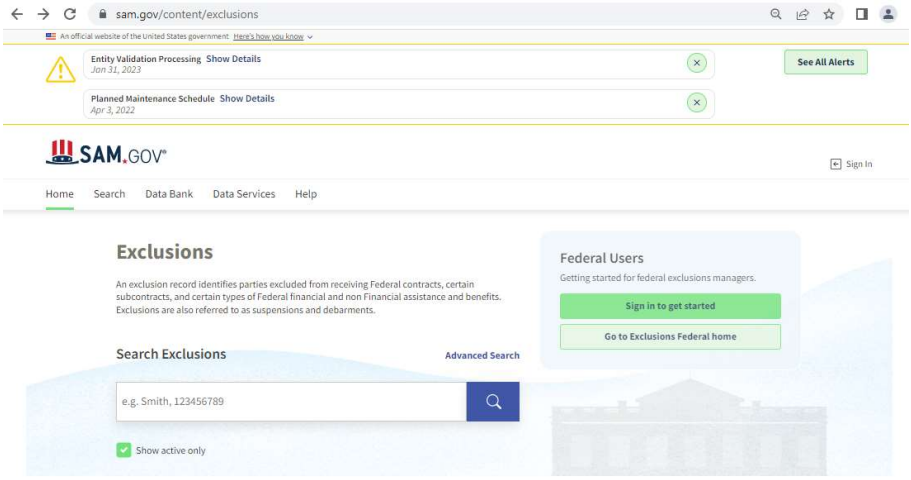
Date: _____

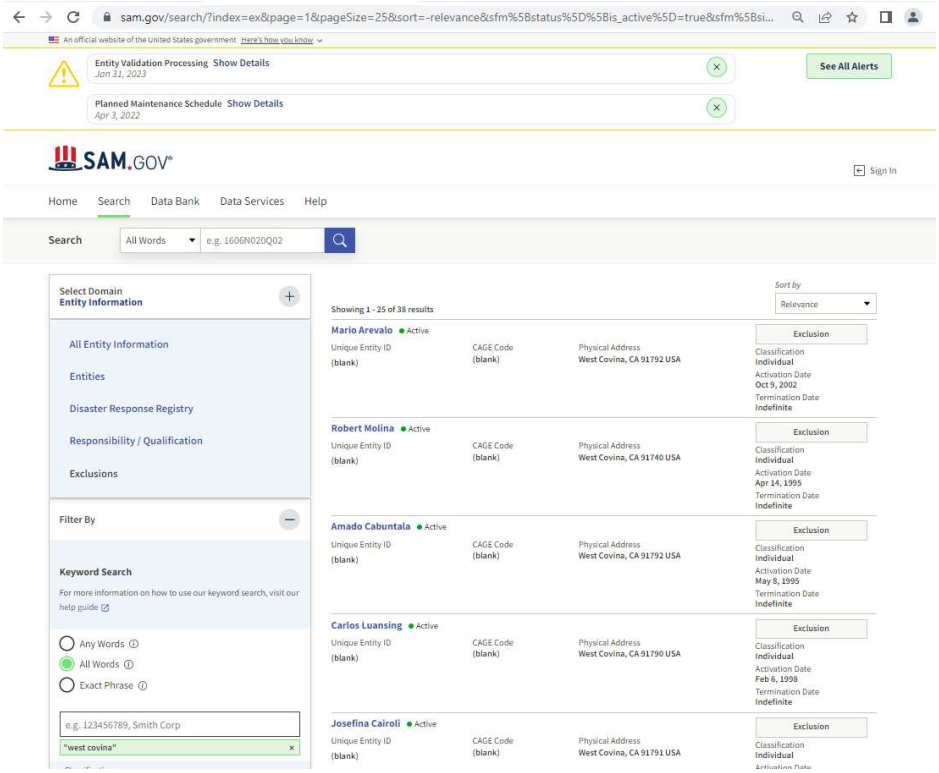
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample below:





SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

BID PRICING

ATTACHMENT E

SPECIFICATIONS

ATTACHMENT E

Prior to receiving the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

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☐	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

DETAILED SPECIFICATIONS - SERVICE TRUCK (DUMP TRUCK)

CONDITION: NEW

MAKE: FORD

YEAR: 2024 /2025(NEW)

MODEL: F550

CLASS: CLASS 5 (GVW 16001 - 19500)

CATEGORY: DUMP TRUCK XL 135" WB CHASSIS

CAB TYPE: REGULAR CAB

FUEL TYPE: GASOLINE

AXLES: 4X4

SUSPENSION: SPRING

BRAKE TYPE: HYDRAULIC

ENGINE MODEL: 6.7L TURBO DIESEL V8 ENGINE

ENGINE SIZE: 6.7L

TRAILER GVWR: 18,000 lbs.

TRANSMISSION SPEED: 10

TRANSMISSION TYPE: AUTOMATIC

EXTERIOR COLOR: OXFORD WHITE

INTERIOR COLOR: MEDIUM EARTH GRAY CLOTH

DOORS: 2

EXTERIOR:

- HEADLAMPS - AUTOLAMP(ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- TOW HOOKS

- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 60/40 REAR BENCH W/FLIP-UP/FLIP-DOWN W/ HEAD RSTRNT AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC
- WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL:

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MONO BEAM COIL SPRING FRT
- SUSPENSION W/SAB BAR
- STABILIZERBAR, FRONT/REAR
- SYNC® WITH APPLINK®

SAFETY/SECURITY:

- ADVANCETRACTM WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS

WARRANTY:

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 ENGINE

TO BE INCLUDED ON VEHICLE:

- PREFERRED EQUIPMENT PKG.650A
- 10-SPEED AUTOMATIC
- 4.88 RATIO REGULAR AXLE
- POWER EQUIPMENT GROUP
- TELESCPNG TT MIRR-POWR/HTD SIG

- XL DECOR PACKAGE
- UPFITTER INTERFACE MODULE
- PLATFORM RUNNING BOARDS
- TIRE INFLATION MONITOR DELETE
- 4G LTE WI-FI HOTSPOT REMOVAL
- 18000 GVWR PAYLOAD PACKAGE
- ENGINE BLOCK HEATER
- 50 STATE EMISSIONS
- SPARE TIRE AND WHEEL
- TRAILER BRAKE CONTROLLER
- JACK
- TRANS POWER TAKE-OFF PROVISION
- UTILITY LIGHTING SYSTEM
- HEAVY SERVICE FRONT SUSPENSION
- ADVANCED SECURITY PACK REMOVAL
- REAR VIEW CAMERA & PREP KIT
- CLOTH 40/20/40 SEAT
- XL VALUE PACKAGE
- .CRUISE CONTROL

BODY: DUMP 10FT+ BOXES

- 11-FT 40-Rugby Dump Body with SR4016 Hoist & 1/4 Cab Shield (HAS 17 SIDES)
- UNDERBED BOX 60"L X 18"H X 18"D
- UNDERBED BOX MOUNT BRACKET KIT FOR DUMP BODY (EA BOX)
- MOUNT 11FT RUGBY DUMP BODY
- RECEIVER CIASS VI LANDSCAPER - 20,000LB INCLUDES 2" INSERT
- 7 & 4 PRONG TRAILER CONNECTOR
- REAR BACKP CAMERA INSTALL LABOR – 1ONLY (MBCK-UP-CAMLB1)
- ROLLUP TARP SPRING ASSIST FOR 12FT FLATBEO. 88"W EACH 1(14FT TARP)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER:_____

_____ _____

Signature Date

_____ _____

Name Printed Title

ATTACHMENT F

W-9

Public Works
Department

REQUEST FOR PROPOSALS

ONE (1) NEW 2024/2025 MODEL FORD F-550 4X4 REGULAR CAB DUMP TRUCK

Addendum No.: 1 Date of Addendum: June 18, 2025

RFP Number: 2025-16 Issued by: City of West Covina

SCOPE OF ADDENDUM

This addendum details additions/revisions to the RFP

Revision 1 – CHANGE/ADD

Page 19. **CATEGORY**
Change from:
DUMP TRUCK XL 135" WB CHASSIS

Change to:
DUMP TRUCK XL 145" WB CHASSIS

This addendum shall become part of the Proposer's Proposal and acknowledgement of its receipt shall be included with the proposer's proposal.

PROPOSER _____

NAME: _____

SIGNATURE: _____

TITLE: _____

ATTACHMENT NO. 3

BIDS

WC Performance Ford

Bid 1

PERFORMANCE FORD
QUOTE

2000 E GARVEY AVE WEST COVINA 91791

DATE 06/01/2025

CITY OF WEST COVINA
1444 WEST GARVEY AVE
WEST COVINACA,91790

YEAR		2024
MAKE		FORD
MODEL	REG CAB	F550 4X4

INCLUDED IN PRICE DUMP BODY QUOTE #SQ97977

SALES PRICE	$ 89291.00
SALES TAX	$ 8705.87
TIRE FEE AND DOC	$ 85.00
TOTAL QUOTE ea.	$ 98081.87

If you should have any questions regarding this Invoice please contact Manny Hernandez-Fleet Manager

Manny Hernandez

by (Sign and Print Name)

Date 6/1/25

ATTACHMENT E

Prior to receiving the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

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DETAILED SPECIFICATIONS - SERVICE TRUCK (DUMP TRUCK)

CONDITION: NEW

MAKE: FORD

YEAR: 2024 /2025(NEW)

MODEL: F550

CLASS: CLASS 5 (GVW 16001 - 19500)

CATEGORY: DUMP TRUCK XL 135" WB CHASSIS 145

CAB TYPE: REGULAR CAB

FUEL TYPE: GASOLINE

AXLES: 4X4

SUSPENSION: SPRING

BRAKE TYPE: HYDRAULIC

ENGINE MODEL: 6.7L TURBO DIESEL V8 ENGINE

ENGINE SIZE: 6.7L

TRAILER GVWR: 18,000 lbs.

TRANSMISSION SPEED: 10

TRANSMISSION TYPE: AUTOMATIC

EXTERIOR COLOR: OXFORD WHITE

INTERIOR COLOR: MEDIUM EARTH GRAY CLOTH

DOORS: 2

EXTERIOR:

- HEADLAMPS - AUTOLAMP(ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- TOW HOOKS

- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 60/40 REAR BENCH W/FLIP-UP/FLIP-DOWN W/ HEAD RSTRNT AIR COND, MANUAL FRONT
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC
- WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL:

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
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- 3YR/36,000 BUMPER / BUMPER
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TO BE INCLUDED ON VEHICLE:

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BODY: DUMP 10FT+ BOXES

- 11-FT 40-Rugby Dump Body with SR4016 Hoist & 1/4 Cab Shield (HAS 17 SIDES)
- UNDERBED BOX 60"L X 18"H X 18"D
- UNDERBED BOX MOUNT BRACKET KIT FOR DUMP BODY (EA BOX)
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- ROLLUP TARP SPRING ASSIST FOR 12FT FLATBEO. 88"W EACH 1(14FT TARP)

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

NONE

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: PERFORMANCE FORD

Signature	Date: 6/19/25
Name Printed: MARY HERNANDEZ	Title: FLEET MGR

Tim Moran Auto Group

Bid 2

TIM MORAN

Ford

City of West Covina
New 2025 F550 4X4
Stock# SDA19123
Salesperson: Ndidi Lewis- Fleet
06/19/2025 2:57 PM

Incentive programs and rebates are estimates, subject to change and verification. Tax Profile: 9.75% Tax

CASH PURCHASE	
Market Value	75,745.00
Discount Savings	- 3,000.00
Vehicle (after Savings)	72,745.00
Optional Accessories	31,438.00
Sub Total	**104,183.00**
Taxes / Fees	11,375.88
Due On Delivery	**115,558.88**

PURCHASE DETAILS	
Market Value	75,745.00
Discount Savings	- 3,000.00
Net Vehicle Price	72,745.00
Optional Accessories	31,438.00

TAXES AND FEES	
Document Prep Fee	85.00
License/Title	1,082.00
Other Fee	34.00
Tire/Battery/VTR	8.75
Sales/Use Tax	10,166.13
TOTAL	115,558.88

Optional Accessories: Scelzi Dump $31238, Delivery Fee $200
Payments for the vehicle without Optional Accessories are available upon request (excludes pre-installed items).

Created in Mas... PDF Ed...

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ATTACHMENT E

Prior to receiving the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

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Specifications Compliance – Continued

Comments:

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XL CHROME PACKAGE
INTERIOR COLOR: VINYL 40/20/40 SEATS
CHASSIS CAB DRW/169

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: TMAG

NDIDI LEWIS	6/19/2025
Signature	Date
Ndidi Lewis	FLEET MANAGER
Name Printed	Title

Created in Master PDF Editor

Transwest Truck Center

Bid 3

Item Description	UOM	QTY	Unit Price	Line Total
F-550 4X4 Regular Cab Dump Truck	EA	1	$96,204.71	$96,204.71
Sales Tax	EA	1	$9,379.96	$9,379.96
Documentation Fee	EA	1	$85.00	$85.00
Tire Fee (If Applicable)	EA	1	$12.25	$12.25
Delivery Charge (If Applicable)	EA	1	$250.00	$250.00
License & Registration Fee	EA	1	$34.00	$34.00
Misc. charges, incentives etc..	EA	1	$0.00	$0.00
		Grand Total		$105,965.92

By Transwest Truck Center

COMMENTS

Sales tax calculated at 9.75%

Payment terms are Net 30

ATTACHMENT E

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Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

- *Requested delivery date of 45 days after award of bid will not be possible with current Ford Factory order bank and production schedules. Current Ford Factory lead time and body upfit time (if an order is received at time of bid closing) is approximately 180 days, or Dec. 15 2025. All progress and scheduling will be communicated frequently for transparency.*
- *Per addendum changing wheel base from 135" to 145", The actual wheel base required to accomodate an 11' body on an F550 needs to be 169", or 84" cab to to axle spacing. An 11' body will not fit on a 145" wheel base / 60" CA chassis.*
- *FUEL TYPE to be diesel, not gasoline to comply with 6.7L Turbo Diesel V8 engine spec.*
- *Interior 60/40 Rear Bench seat is not available on Regular cab truck spec.*
- *Preferred Equipment package 650A has been revised to 660A package for 2026 F-550 XL*
- *4.88 Ratio no longer available with Diesel Engine. Deepest available regular rear axle gear set is 4.10*
- *XL Decor package, We will be providing the XL Chrome Package. I believe this is the same thing, includes chrome Bumper & Grill, Fog Lights and remote start package*
- *4G LTE WI-FI Hotspot removal, this option to "delete" is not available for 2025 or 2026*
- *Utility Lighting System, this package or option is not available for 2025 or 2026 models,*
- *Advanced Security Pack Removal, this package or option is not available for 2025 or 2026 models.*

Optional, suggested items not found in the bid specs or included in our price:

- Transfercase Skid Plate	*$100.00*
- Back-up Alarm	*$230.00*
- All 6 Traction type tires	*$250.00*
- 2 additional keys cut and programmed	*$475.00*

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: Transwest Truck Center, LLC.

Signature	6/18/2025
	Date
Micah Radnich	New Truck Salesperson
Name Printed	Title

Warren Anderson Ford dba Fritts Ford

Bid 4

Chassis Only

Prepared by: Robert Wiltsey
06/19/2025

Fritts Ford | 8000 Auto Drive Riverside California | 925044193

2025 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 530 | Quote ID: 2025-16

As Configured Vehicle

Code	Description	MSRP
Base Vehicle		
F5H	Base Vehicle Price (F5H)	$59,250.00
Packages		
660A	Order Code 660A *Includes:* *- Engine: 7.3L 2V DEVCT NA PFI V8 Gas* *- 190 Amp Alternator* *- Transmission: TorqShift 10-Speed Automatic* *Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.* *- 4.88 Axle Ratio* *- GVWR: 18,000 lbs Payload Package* *- Tires: 225/70Rx19.5G BSW A/P* *- Wheels: 19.5" x 6" Argent Painted Steel* *Hub covers/center ornaments not included.* *- Radio: AM/FM Stereo w/MP3 Player* *Includes 4 speakers.* *- SYNC 4 Communication & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.*	N/C
Powertrain		
99N	Engine: 7.3L 2V DEVCT NA PFI V8 Gas *Includes:* *- 190 Amp Alternator*	Included
44G	Transmission: TorqShift 10-Speed Automatic *Includes SelectShift, selectable drive modes: normal, tow/haul, eco, slippery roads and off-road and transmission power take-off provision.*	Included
X48	4.88 Axle Ratio	Included
STDGV	GVWR: 18,000 lbs Payload Package	Included
Wheels & Tires		
TGJ	Tires: 225/70Rx19.5G BSW A/P	Included
64Z	Wheels: 19.5" x 6" Argent Painted Steel *Hub covers/center ornaments not included.*	Included
512	Spare Tire & Wheel Required in Rhode Island.	$350.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 530 | Quote ID: 2025-16

As Configured Vehicle (cont'd)

Code	Description	MSRP
	Excludes carrier. *Includes:* *- 6-Ton Hydraulic Jack*	
Seats & Seat Trim		
1	Cloth 40/20/40 Split Bench Seat *Includes center armrest, cupholder, storage and driver's side manual lumbar.*	$100.00
Other Options		
PAINT	Monotone Paint Application	STD
145WB	145" Wheelbase	STD
STDRD	Radio: AM/FM Stereo w/MP3 Player *Includes 4 speakers.* *Includes:* *- SYNC 4 Communication & Entertainment System* *Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink and 1 smart-charging USB port.*	Included
96V	XL Chrome Package *Includes:* *- Chrome Front Bumper* *- Bright Grille* *- Remote Start* *- Halogen Fog Lamps*	$325.00
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR *Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.*	$285.00
41H	Engine Block Heater	$190.00
61J	6-Ton Hydraulic Jack	Included
18B	Platform Running Boards	$320.00
872	Rear View Camera & Prep Kit *Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.*	$515.00
52B	Trailer Brake Controller	$300.00
Fleet Options		

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 530 | Quote ID: 2025-16

As Configured Vehicle (cont'd)

Code	Description	MSRP
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. *Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.*	N/C
Emissions		
425	50-State Emissions System	STD
Exterior Color		
Z1_01	Oxford White	N/C
Interior Color		
1S_06	Medium Dark Slate w/Cloth 40/20/40 Split Bench Seat	N/C
SUBTOTAL		$61,635.00
Destination Charge		$2,095.00
TOTAL		$63,730.00

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-550 Chassis 4x4 SD Regular Cab 145" WB DRW XL (F5H)

Price Level: 530 | Quote ID: 2025-16

Pricing Summary - Single Vehicle

	MSRP
Vehicle Pricing	
Base Vehicle Price	$59,250.00
Options	$2,385.00
Colors	$0.00
Upfitting	$0.00
Fleet Discount	$0.00
Fuel Charge	$0.00
Destination Charge	$2,095.00
Total	$63,730.00

Customer Signature

Acceptance Date

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

ATTACHMENT E

Prior to receiving the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
X		Truck supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
X		Bidder shall quote purchase price to include manufacturer's warranty for one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck. The warranty shall commence upon acceptance of the completed vehicle by the City.
X		Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
	X	Bid shall include estimated delivery date of the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck. The estimated delivery date shall be 45 days or less from the date of bid award. 210 Days from PO
X		Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

No Heated Side Mirrors

~~Comes with 5G Wi-Fi~~

No Advance Security Pack Removal

~~Scelzi Dump Body for Rugby Dump Body~~

18,000 lb Hitch

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: Warren Anderson Ford DBA Fritts Ford

Signature

Date

Robert Wiltsey

Name Printed

6-19-2025

Title

PFVT Motors LLC dba Peoria Ford

Bid 5

Chassis Only

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Wesley Boswell
Government Account Team
Direct: 480-696-5930

Quote

Date	6/19/2025
Valid Until	6/24/2025
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:
City of West Covina
Jazmin Hernandez
(626) 939-8705
jhernandez@westcovina.org
Ford FIN: QC627

Invoice Address:
1444 W. Garvey Avenue S
Room 308
West Covina, CA 91790

Delivery Address:
1444 W. Garvey Avenue S
Room 308
West Covina

Customer unit number	Description		Line Total
2025-16	2026 F-550 (F5H) 4x4 Reg Chas Cab DRW	MSRP	$72,520.00

F550 4X4 CHASSIS CAB DRW/145$59625
145 INCH WHEELBASE$0
TOTAL BASE VEHICLE$59625
OXFORD WHITE$0
CLOTH 40/20/40 SEAT$100
MEDIUM DARK SLATE$0
PREFERRED EQUIPMENT PKG.660A$0
.XL TRIM$0
.AIR CONDITIONING -- CFC FREE$0
.AM/FM STEREO MP3/CLK$0
6.7L POWER STROKE V8 DIESEL$10995
10-SPEED AUTO TORQSHIFT$0
225/70R19.5G BSW ALL POSITION$0
4.10 RATIO NON LTD SLIP AXLE$0
FORD FLEET SPECIAL ADJUSTMENT$0
PLATFORM RUNNING BOARDS$320
18000# GVWR PACKAGE$0
ENGINE BLOCK HEATER$190

50 STATE EMISSIONS$0
SPARE TIRE AND WHEEL$350
TRAILER BRAKE CONTROLLER$300
SIRIUSXM W/360L (3 MOS TRIAL)$0
JACK$0
40 GAL AFT OF AXLE FUEL TNK$0
HEAVY SERVICE FRONT SUSPENSION$125
DUAL BATTERY$0
REAR VIEW CAMERA & PREP KIT$515
CONN PKG: 1 YR INCL W/FORD APP$0
SPECIAL DEALER ACCOUNT ADJUSTM$0
SPECIAL FLEET ACCOUNT CREDIT$0
FUEL CHARGE$0
NET INVOICE FLEET OPTION (B4A)$0
PRICED DORA$0
ADVERTISING ASSESSMENT$0
DESTINATION & DELIVERY$2195

Phase 1 discount applied	13.00%	-$9,427.60
Add: Sun Country quote		$19,234.39
Ford Destination & Delivery		$2,195.00
Subtotal		$84,521.79
Sales Tax	9.75%	$8,240.87
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$500.00
Docs & Registration		$254.00
Total Per Unit		$93,528.31
Quantity of Units		1
PO Total		**$93,528.31**

Special Notes and Instructions
Arizona tax exempt with out of state delivery

Shipping to West Covina, CA 359 miles

Unit(s) will be ordered once approved

Vehicle Registration not included

Signature
Print Name
Date

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

ATTACHMENT E

Prior to receiving the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☒	☐	Truck supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☒	☐	Bidder shall quote purchase price to include manufacturer's warranty for one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck. The warranty shall commence upon acceptance of the completed vehicle by the City.
☒	☐	Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
☒	☐	Bid shall include estimated delivery date of the one (1) New 2024/2025 Model Ford F-550 4X4 Regular Cab Dump Truck. The estimated delivery date shall be 45 days or less from the date of bid award.
☒	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter “NONE”

Wheel base is 145" not 135" as specified.

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: PFVT Motors, LLC dba Peoria Ford

Signature	06/19/2025
	Date
Wesley Boswell	Government Account Manager
Name Printed	Title

AGENDA ITEM NO. 12

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM FOR INSTALLATION ON TRUCK CHASSIS**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the purchase of a TPMT Hydraulic Driven Airless Pump Spray System, to be installed on a City-purchased truck chassis, from Roadline Products, Inc. in the amount of $159,411.88, including equipment, installation, and applicable taxes and fees.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase.
3. Adopt the following resolution:

   RESOLUTION NO. 2025-66 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM)

BACKGROUND:

The Public Works Fleet Services Division maintains and installs roadway striping and markings throughout the City using specialized paint truck equipment. The current 2008 paint truck and paint system is outdated and no longer functional and a new airless pump system is needed.

The first phase of the paint truck assembly is the purchase of the truck chassis, which is presented under a separate staff report. To complete the equipment replacement, the City must purchase a pump spray system compatible for installation on the new truck chassis. This purchase represents the second phase of the paint truck assembly, which consists of the installation of a compatible airless pump system specifically designed for roadway paint application.

Funds have been identified and authorized by Metro Measure M for the replacement of the paint truck, including the chassis and airless pump system, in an amount not-to-exceed $250,000.

DISCUSSION:

Staff identified the TMPT Hydraulic-Driven Airless Pump System as the preferred unit for installation. This system will be mounted directly to the City-purchased new Ford Super Duty F-450 truck chassis, requested under a separate staff report.

Staff issued Request for Bids (RFB No. 2025-15) on June 4, 2025. The RFB was advertised on West Covina's e-procurement portal, PlanetBids, to ensure competitive pricing and adherence to the City's procurement policies that meet the operational specifications and safety standards required by the department. The bidding period closed on June 19, 2025.

Roadline Products, Inc. provided the only bid, which was determined to be responsive, for a total of $159,412, including delivery and applicable taxes. The system meets all technical and safety specifications required for public works operations.

Staff recommends the City Council authorize the purchase using Measure M funds and approve the associated budget amendment.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide other direction.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

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Fiscal Impact

FISCAL IMPACT:

The total estimated cost of upfitting of the paint truck with the TPMT Hydraulic-Driven Airless Pump System is $159,412. Funding for this acquisition will be provided through authorized Metro Measure M Funds. A budget amendment is required to appropriate the necessary funds into the Public Works Department's Fleet Replacement Account.

The proposed resolution includes a budget amendment (see Attachment No. 3) that will appropriate the funds and authorize the use of Measure M funds (Fund 235).

Fund Name	Account Number	Budget	Budget Increase	Revised Budget
235 Measure M	235.503.80.8800.00.71.71700	$0	$160,000	$160,000

There is no impact on the City's General Fund as this purchase will be fully funded by restricted funds through Metro Measure M Funds.

Chassis procurement is covered under separate staff report and is not included in this cost.

Attachments

ATTACHMENT NO. 1 - RFB 2025-13 NEW VERSALIFT SST-40-EIH-02, INSULATED 40 FT ARTICULATING, TELESCOPIC AERIAL PLATFORM LIFT, 45 FT WKNG HT

ATTACHMENT NO. 2 BID ROADLINE PRODUCTS
ATTACHMENT NO. 3 - RESOLUTION NO. 2025-66

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

ONE (1) MODEL TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM	**Approved by:** Roxanne Lerma	**RFB No.** 2025-15
		Effective Date

1. GENERAL

The City of West Covina (City) is seeking bids from qualified Vendors to submit a bid for one (1) New Model TPMT Hydraulic Driven Airless Pump Spray System in accordance with the minimum specifications indicated herein.

2. RFB SCHEDULE

- RFB release: **June 4, 2025**
- Questions due: **June 9, 2025**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **June 10, 2025**
  (Responses will be posted on City's Planet Bids portal)
- Bids due: **June 19, 2025, by 3 p.m.**
- Selection of bid (tentative date): **July 15, 2025**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. BID SUBMISSION

Bids will be received electronically (online only) via City of West Covina's PlanetBids portal at:
https://www.westcovina.org/departments/finance/finance/bids-RFBs.

Bids must be submitted with the following attachments:

Attachment A:	Statement of Non-Collusion by Contractor
Attachment B:	Subcontractor Campaign Contribution Acknowledgement Form
Attachment C:	Sam.gov Verification – Debarment & Suspension Verification
Attachment D:	Bid Pricing
Attachment E	Specifications Compliance Forms
Attachment F:	W-9

Bids must be submitted no later than **3:00 pm** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Bids must be submitted no later than **3:00 pm** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a bid shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFB and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFB is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFB may be disqualified with no further consideration given to the bid submitted.

All questions regarding the specifications in this RFB are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

6. SPECIFICATIONS

The specifications are described in Attachment E of this RFB.

7. BID FORMAT

A bid response to this RFB shall consist of the following:

a. Bid Pricing – Bid price must include complete all required equipment, in-service items, and installation as stated in the specification. Attach bid as Attachment D.

   The City will only accept bid pricing that is submitted online within the PlanetBids system by the bid due date and time. Bid pricing submitted by any other method will not be accepted. No exceptions.

b. Supporting Documents – Set of descriptive information to include specifications, catalogs, drawings, and manufacturer warranty, if applicable, for equipment proposed as outlined in Specification.

c. Required Forms:
   - Statement of Non-Collusion by Contractor (Attachment A)
   - Subcontractor Campaign Contribution Acknowledgement Form, If applicable (Attachment B)
   - Sam.gov Verification–Debarment & Suspension Verification (Attachment C)
   - Bid Pricing (Attachment D)
   - Specifications Compliance Forms (Attachment E)
   - W-9 (Attachment F)

   Supporting documents must be uploaded as attachments within the bidding system. Bid may be deemed non-responsive for failure to submit supporting documents with the bid or as requested by the City.

8. DELIVERY SCHEDULE

The City will take delivery as soon as vehicles become available, but no later than 6 months upon receipt of Ford F-450 Chassis.

Delivery shall be made Monday through Thursday only, between 7:00 am and 4:00 pm.

9. WARRANTY

The manufacturer's standard warranty shall apply to all equipment procured against this specification.

10. TERMS AND CONDITIONS OF RFB

10.1 SIGNED SUBMISSION OF BIDS

Each bid must be signed in longhand by the person or persons legally authorized to bind the proposer to the bid and contracts. The name and title of each person signing shall be typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF BIDS

Any submission of bids received after the due date and time specified in this RFB will not be considered.

10.3 ACCURACY OF BIDS; WITHDRAWAL OF BIDS

Proposers shall take all responsibility for any errors or omissions in their bids.

To withdraw a bid, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting bids.

Withdrawals will not be permitted after the deadline for submitting bids.

10.4 ADDENDUM TO THE RFB

Any modifications or changes to this RFB will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFB process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the bids. This includes all protests relating to advertising of the RFB, deadlines, bid opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFB does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all bids, the right to cancel or postpone the RFB or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award to any of the proposers. The City reserves the right to waive any immaterial irregularities in a bid or a submission of a bid.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF BIDS

All bids submitted in response to this RFB shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the bid which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its bid that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all bids submitted may be kept confidential until a contract is awarded.

10.8 BID VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the bid to the City.

10.9 PRESS RELEASES

The selected vendor shall not issue any news or press releases relating to an award of contract resulting from this RFB or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Bids will be ranked utilizing the following criteria:

Criteria	**Max Points**
Proposed product compliance with specifications	30
Cost	40
Timeframe for delivery	30
Total	100

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the bid, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with bid.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFB if they have any financial or business relationship with any proposer. This RFB process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFB. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFB.

10.13 PERMITS AND LICENSES

The selected vendor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential vendors relating to the preparation or submission of bids. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a bid in response to this RFB;
- Submitting a bid to the City;
- Negotiating with the City in any manner related to the bid submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

Submission of a bid shall be deemed acceptance of all the terms set forth in this RFB unless the proposer includes with its bid, in writing, any conditions or exceptions requested by the proposer.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their bid whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF SPECIFICATIONS

Proposers are expected to carefully examine the specifications set forth in this RFB and all attachments hereto. By submitting a bid, the proposer declares he/she/it has carefully reviewed all specifications and requirements set forth in this RFB, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFB.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Bid if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

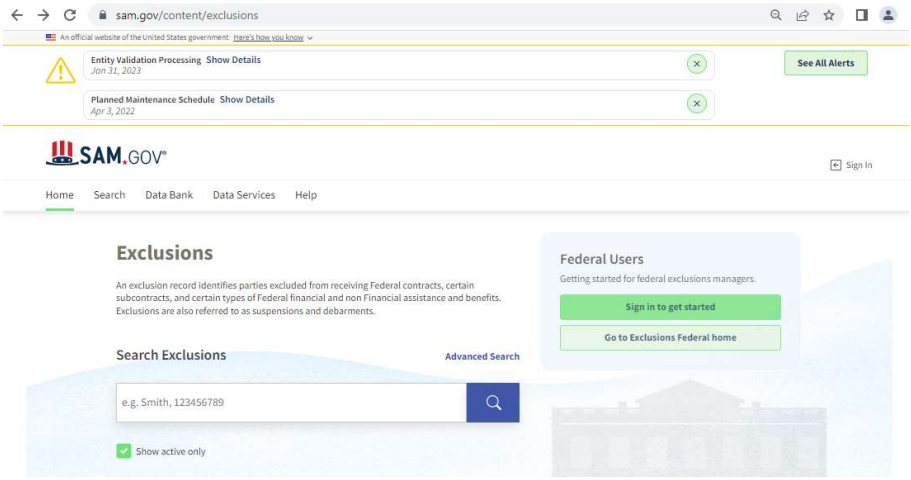
Date: _____

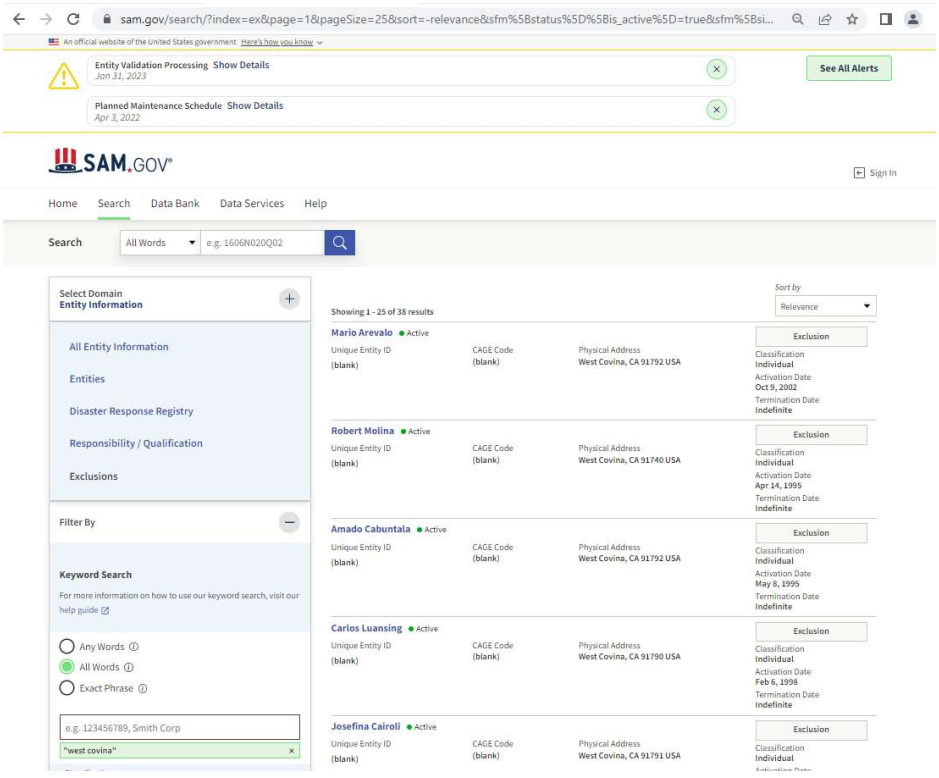
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample below:





SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

BID PRICING

ATTACHMENT E

Prior to receiving the TPMT Hydraulic Driven Airless Pump Spray System, it will be inspected to ensure the equipment meets the specifications. The truck must be completely assembled, ready to operate by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☐	☐	Equipment supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the Airless Pump Spray System shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☐	☐	Bidder shall quote purchase price to include manufacturer's warranty for (1) TPMT Hydraulic Driven Airless Pump Spray System. The warranty shall commence upon acceptance of the completed vehicle by the City.
☐	☐	Bid shall include estimated delivery date of the completed installation of the Airless Pump Spray System on the (1) 2024/2005 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis that will be provided. The estimated delivery date shall be six (6) months or less from the date of bid award.

DETAILED SPECIFICATIONS:

The TPMT paint system shall be hydraulic in its operation and shall spray paint by the airless method. The truck will carry all necessary materials for traffic control stenciling including paint, stencils, and cones in a neat and organized fashion. The vehicle must meet all CAL-OSHA requirements in effect at the time of bidding. Any exceptions must be clearly spelled out.

BODY:

The body is to be all steel construction and measure a minimum of 135" long by 95" wide. Frame shall consist of "box" construction. Deck to be 1/8" diamond plate sloped sufficiently to prevent standing liquids. Headboard to extend 20" above deck. Frame to incorporate 2" x 2" square tubing & 2" angle crossmembers. Side skirts of 12-gauge steel. A toolbox under the left side (street side) will be approximately 9 cubic feet. Toolbox doors must be double wall doors with synthetic weather strip seals. Latches to be spring loaded, striker plate type with "T" handles. Doors to be side hinged. Service access doors to provide ease of access to hose reel and toolbox compartments. The minimum door size is 30" x 18". Access doors smaller than these minimums will not be accepted. Additionally, in the top access door to the hose reel compartment there shall be a cut out for each spray gun allowing the gun to be locked in the hose reel compartment without disconnecting the gun from the paint hose.

PAINT STORAGE:

Seven bucket paint well to be installed on passenger side. ¼" rubber mat (to prevent 5-gallon paint cans from shifting) to be installed. Paint storage well to be drilled for drainage.

GUN SOLVENT BATH:

Dual recessed 3 ½ " (min) diameter paint gun solvent bath holsters to be included in the rear panel. These holsters must be removable for easy cleaning.

HYDRAULIC RESERVOIR:

The hydraulic reservoir is to have a 30-gallon capacity. It shall be an integral part of body headboard. It shall be mounted above the piston pump to prevent positive head. Reservoir shall have incorporated into it a vent, oil filler plug, oil drain plug, and oil level sight gauge. Bolt on hydraulic reservoir tanks will not be accepted.

HYDRAULIC SYSTEM:

A MINIMUM 12.0 GPM 1000 RPM hydraulic gear pump with A mobile Power Take Off is to be provided. There shall be a 10-micron return line spin on oil filter. One 1000-PSI maximum adjustable pressure regulator with gauge (0-2000 PSI) and one 0-2000 PSI gauge for each pump to be furnished. Cab manufactures switch to raise engine speed

plus switches by pump and reels to be included. All hoses, piping, and fittings are to be SAE hydraulic rated.

BODY LIGHTS:

Combination stop/turn lights, clearance lights, and side marker lights to be furnished. All lights and reflectors to conform to Federal Motor Vehicle safety standard 108 made waterproof. Rear lights to be recessed in body. Two seal beam lights will be mounted on the truck; one will illuminate the paint well area, the other the tailgate work area. A toggle switch will be located in the cab to turn these lights on and off.

STENCIL RACK:

A stencil rack constructed of 1" square steel tubing to accommodate 20 stencils stacked on edge to a height of 36" will be provided. Each space will be 1 ¾" in width. Four additional spaces open at the top will be included in the rack. A stencil deck roller and stop will be incorporated into the rack. The rack shall be attached to the deck by a minimum of 4 rust proof bolts and nuts.

BUMPER:

A rear bumper shall extend across the full width of the vehicle and shall protrude a minimum of 13.5". The rear bumper shall be constructed of diamond plate steel and painted the color of the vehicle.

PAINT SPRAY SYSTEM:

Three (3) SPEEFLO 989-002 Hydraulic Airless Paint Spray Systems (no other brand of pump will be accepted) to be furnished. Each system to include Airless pump with hard chrome over steel lowers, suction hose and tube for 5-gallon paint pail, hydraulic connection hose, high pressure needle valve, 50 mesh paint filter and manifold, high pressure (3300 PSI) connection hose. All hoses, fittings, valves, and connections shall be pressure tested to 3300 PSI. Pumps to be mounted on the curbside of headboard.

HOSE REEL AND GUN:

Three (3) spring rewind hose reels with 50' each of ¼" high pressure (3300 PSI) static grounded hose, hose ball stops, and 3' whip end hose to be furnished. Graco 288421 Contractor Guns with 12" gun extensions and Zip Tip systems included with each system. Fluid hose reels to be mounted on curbside. Dual hose roller assemblies mounted in the rear body panel. Drain holes to be provided for all cabinet spaces.

ARROWBOARD:

A 36" x 72" Tri function, 25 light arrow board with a cab mounted remote control is to be provided. The arrow board must come with an electric lift. Arrow board to be mounted above headboard so as to be clearly visible.

PAINT:

Truck to be painted with one prime coat and one finish coat of manufactures standard white. All parts to be painted shall be thoroughly cleaned of all weld splatter, slag, scale, and other foreign matter prior to painting. The unit to be undercoated throughout. Stencil rack to be powder coated.

INSURANCE:

The Body Builder/Installer will have and maintain one million dollars of liability insurance.

TRAINING:

Upon delivery, the vendor shall provide a minimum of four hours on the job training for operators and mechanics.

MANUALS:

The price is to include one complete Technical Services Manual for the truck and all other equipment plus one parts book and owner's manual for unit supplied.

DELIVERY POINT:

Prices quoted shall include all delivery and unloading charges to the purchaser's Public Works Yard.

DEALER SERVICE:

The equipment furnished under this contract shall be completely serviced by the vendor prior to delivery. It shall be ready for operation when delivered. Any further servicing by the vendor will not be required except in connection with repairs or adjustments covered by the manufacturer or dealer's warranty.

EQUIPMENT CONDITION:

The furnished vehicle shall be new and unused, current model with standard factory fittings, trim and accessories unless otherwise noted.

EXPERIENCE:

The body builder/installer shall have been in the business of manufacturing and installing stencil bodies for a period of not less than 10 years and include with the bid a list of 5 users of similar equipment. This list shall include delivery date, purchaser's name, email address and telephone number.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER:_____

_____ _____

Signature Date

_____ _____

Name Printed Title

ATTACHMENT F

W-9

ATTACHMENT NO. 2

City of West Covina
Line Items for Project ONE (1) MODEL TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM (2025-15)
Issued on 06/04/2025
Bid Due on June 19, 2025 3:00 PM (PDT)
Exported on 06/04/2025

Item Num	Section	Item Code	Item Description	Unit of Measure	Quantity	Reference	Manufacturer	Model Num	Brand Requirement	Brand Spec	Delivery Loc	Price
1	Section 1		TPMT Hydraulic Driven Airless Pump Spray System	EA	1	2025-15	Roadline	TPMT	OK	OK	West Covina	145,250.00
2	Section 1		Sales Tax	EA	1							14,161.88
3	Section 1		Delivery Fee (If Applicable)	EA	1							0.00
									Total			159,411.88

ATTACHMENT NO. 3

RESOLUTION NO. 2025-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TPMT HYDRAULIC DRIVEN AIRLESS PUMP SPRAY SYSTEM)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the 2025-26 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-02, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-66 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-02
Hydraulic Driven Airless Pump Spray System Budget Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 235-Measure M			
Revenue	2,845,000		2,845,000
Expenditures	5,102,314	160,000	5,262,314
Net Change in Fund Balance	**(2,257,314)**	**160,000**	**(2,417,314)**
EXPENDITURE TOTAL INCREASE		**160,000**	

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **APPROVAL OF PURCHASE ORDER FOR FORD FLEET CARE FOR FISCAL YEAR 2025-26**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the Acting City Manager to issue a purchase order to Ford Fleet Care utilizing the Sourcewell Cooperative Purchasing Agreement for Fiscal Year 2025-2026.
2. Authorize the Acting City Manager to execute any purchase order change orders within the FY2025-26 budget for Fund 365, Fleet Management.

BACKGROUND:

In January 2018, the City began utilizing Ford Fleet Care**,** a credit line provided by Ford Motor Company that enables billing for parts and services at authorized Ford dealerships. This program is particularly beneficial since the City's fleet consists predominantly of Ford vehicles, 124 Ford and 60 non-Ford vehicles, many of which remain under the manufacturer's warranty and thus require servicing at authorized Ford dealers.

Ford Fleet Care-participating dealerships are capable of servicing both Ford and many non-Ford vehicles. The City primarily uses vendors such as Performance Ford of West Covina, Puente Hills Ford, and Ken Grody Ford for fleet maintenance and repairs.

The use of a cooperative purchasing agreement offers operational flexibility, complies with City procurement policies, and was competitively awarded. This arrangement serves the best interests of the City by streamlining service processes and providing cost-effective maintenance for its fleet, which primarily supports the Police and Public Works Departments.

DISCUSSION:

The City participates in multiple programs under the Sourcewell Cooperative Purchasing Agreement with Ford (Contract #080124-FMC, expiring 11/14/2028). These programs include the Ford Pro National Parts Discount Program and the Ford Fleet Advantage Program, which allows the City to purchase vehicles at fleet discount rates.

To manage its fleet efficiently, the City utilizes the Ford Fleet Care program, which consolidates monthly invoices into a single billing statement, replacing multiple individual repair orders and parts invoices. This

ensures that all applicable discounts are applied consistently. The program supports fleets consisting of Ford, Lincoln, and Mercury vehicles, as well as non-Ford vehicles and trailers, and is accessible through Ford and Lincoln Dealerships and Quick Lane Tire & Auto Centers across the United States and Canada.

The City currently maintains a fleet of 184 vehicles under the Ford Fleet Care program, with model years ranging from 2000 through 2025. Of these, only 36 vehicles remain under Ford's Bumper-to-Bumper Warranty, as they are less than three years old. The aging fleet and rising costs for parts and labor continue to significantly increase the City's expenses for routine vehicle maintenance.

The following table below shows expenditures for fleet auto repairs through Food Fleet Care:

FY19-20	$195,509 *
FY20-21	$170,551 *
FY21-22	$293,603
FY22-23	$405,166
FY23-24	$457,118
FY24-25 through 06/23/2024	$302,809

*These budget years reflect a decrease due to the COVID pandemic and a reduction to services.

Staff recommends that the City Council approve the issuance of an initial purchase order to Ford Fleet Care in the amount of $250,000 for vehicle repair and maintenance services. Any subsequent change orders shall not exceed the total budget allocation for vehicle repairs within Fund 365 - Fleet Management.

The proposed purchase will utilize a cooperative purchasing agreement that was competitively awarded in accordance with all applicable City policies, rules, and regulations. Leveraging this agreement is in the best interest of the City, providing both administrative efficiency and an economic advantage through pre-negotiated pricing and terms.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

Fiscal Impact

FISCAL IMPACT:

Funds are budgeted for FY2025-26 under the Fleet Management fund, which is allocated back to departments as used. No additional appropriation is requested at this time.

Account No.	Account Name	FY2025-26 Budget	Ford Fleet Purchase Order	Remaining FY 2025-26 Budget
365.522.61.52.67.00.63.63290	Other Vehicle Sublet Repairs	$305,000	$250,000	$55,000

Attachments

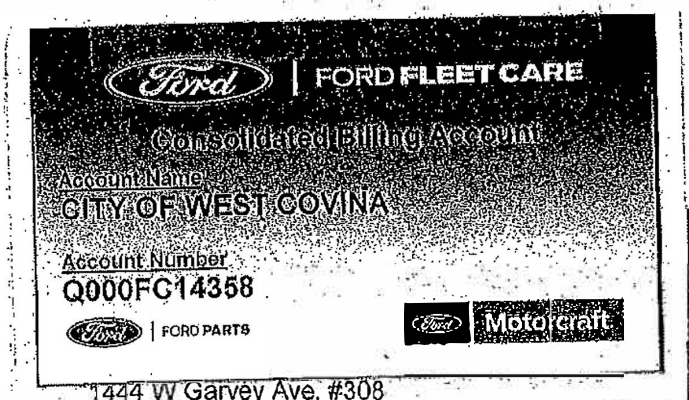
Attachment No. 1 - Ford Fleet Agreement
Attachment No. 2 - Ford Contract 080124
Attachment No. 3 - Ford Contract 080124 Summary
Attachment No. 4 - Ford Fleet Care Brochure
Attachment No. 5_Ford FMC Pricing Sheet

CITY COUNCIL GOALS & OBJECTIVES: Protect Public Safety
Achieve Fiscal Sustainability and Financial Stability
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

FORD **FLEET CARE**

Ford Motor Company
19855 W. Outer Drive
Suite 500 E
Dearborn, MI 48124



1444 W Garvey Ave. #308
West Covina, CA 91790

FORD FLEET CARE ACCOUNT INFORMATION

Fleet Code: 014358/00000

Parts Billing Code: Q000FC14358

Billing Credit Limit: $140,000.00

90 Day 10% Discount Ends April 19, 2018

Dear Mr. Martinez,

Congratulations and welcome to the Ford Fleet Care Program. With your enrollment, your company is now eligible to enjoy the benefits of consolidated billing. **PLUS your company will receive a 10% discount on parts and services billed within 90 days of program enrollment***.

> *10% discount will be applied for 90 days from program enrollment on services using Ford and Motorcraft brand parts and billed through Ford Fleet Care. Discount excludes tax. Offer is valid for new account enrollments only. This offer can't be combined with any other Ford Motor Company parts rebate or service discount offer. Offer valid in U.S. only. Void where prohibited. Ford Motor Company reserves the right to modify or cancel this offer without prior notice.

The program allows you the flexibility to visit a participating Ford and Lincoln Dealer or QuickLane Tire & Auto Center nationwide, and have all invoicing pass to you in a convenient monthly bill. In addition, enrollment includes access to a National Glass Program of over 4,000 vendors, as well as Enhanced Roadside Assistance. Details on all of our available support programs can be found in the enclosed literature as well as on line at www.fleetcare.ford.com.

If you haven't already made arrangements for electronic transactions, you may also want to review the information on our Electronic Billing and the Electronic Funds Transfer payment option. It provides a safe, fast payment method and may reduce per-transaction costs.

The Ford Fleet Care website is available to help you manage your account. Detailed business reports are available for accounts with a Ford Fleet Identification Number (FIN) and secure web single logon (WSL) ID. To review FIN requirements, or to apply, please select contact us at www.fleetcare.ford.com. You can use these reports for tracking and maintaining a history of your vehicle service repairs or parts purchases.

Program terms are outlined in the enclosed Ford Fleet Care Agreement Provisions. Please note service fees are applied to late payments, and disputes need to be submitted in writing within 30 days. Guidelines on disputing billing charges to your account can be viewed online; please refer to the agreement provisions or to "Billing Disputes - Frequently Asked Questions" at the information tab of the www.fleetcare.ford.com site.

Ford Fleet Care is committed to sustaining your vehicle support needs. If you have any questions you can reach us at Ford Fleet Program Headquarters Monday – Friday, 8:30 am – 5:00 pm EST by dialing 800-367-3221 or by emailing us at ffcadmin@ford.com.

Don't delay, start saving 10% today!

Ford Fleet Program Headquarters

FL 70A
08/17/2016

Ford Fleet Care Program Agreement

DEFINITION OF FORD MOTOR COMPANY ("FORD") FORD FLEET CARE CONSOLIDATED BILLING AND PARTS PURCHASE PROGRAM. Acceptance into the Ford Fleet Care Consolidated Billing and Parts Purchase Programs is at the sole discretion of Ford. Additional information (such as corporate, vender or state forms) may be required prior to enrollment. Upon acceptance into the Ford Fleet Care Consolidated Billing Program or Ford Fleet Care Parts Purchase Program, Ford will establish a billing account and pay participating Ford or Lincoln dealerships, Quick Lane Tire & Auto Centers or any Ford authorized program service provider in the USA or Ford and Ford-Lincoln dealerships or Quick Lane Tire & Auto Centres in Canada (collectively referred to as "Ford Fleet Care Service Providers") for repair, maintenance service, parts or accessories, Ford Protect Extended Service Plans, Rotunda shop equipment, or Ford Fleet Training purchases on behalf of the approved fleet company ("Fleet Company") in accordance with the Ford Fleet Care Program Agreement provisions set out herein**.**

WHERE TO GO FOR SERVICE OR PARTS PURCHASES. All Ford Fleet Care Service Providers can perform repairs or maintenance services under the terms of the Ford Fleet Care Consolidated Billing Program. Parts may be purchased under the terms of the Ford Fleet Care Parts Purchase Program from all participating Ford or Lincoln dealerships in the USA or Ford and Ford-Lincoln dealerships in Canada. Certain parts or services may not be available for non-Ford vehicles. Motorcraft brand parts and fluids may be available from participating Ford Authorized Distributors.

ELIGIBILITY AND AGREEMENT PERIOD. Eligibility for the Ford Fleet Care Consolidated Billing Program is in effect from the issue date of the Ford Fleet Care Program acceptance letter, and is valid for the duration of the fleet company's enrollment in the Program. Eligibility for the Ford Fleet Care Parts Purchase Program is in effect from the issue date of the Parts Purchase membership card and is valid for the duration of the Fleet Company's enrollment in the Ford Fleet Care Parts Purchase Program. Enrollment for both programs is renewed annually with then current provisions, unless notified and agreed to otherwise. Ford Fleet Care billing services may not be used for non- Ford vehicle components and/or operating systems on vehicles not owned, leased and operated by the approved fleet company, including Ford Qualified Vehicle Modifiers.

PROGRAM CREDIT LIMIT AND MAXIMUM AUTHORIZED REPAIR AMOUNT.

Credit Limit: A maximum credit limit will be established for the Fleet Company based on a credit history evaluation and vehicle enrollment. Credit limits may be adjusted (increased/decreased) based on program activity and vehicles enrolled. Services or purchases that exceed the Fleet Company's credit limit may result in suspension of Ford Fleet Care billing privileges. As a result, additional services or purchases may be denied until payment has been made. Requests for credit limit increase may be sent in writing to Ford Fleet Care Administration at the correspondence address identified below.

Ford Fleet Care Consolidated Billing Program: Should the total cost of repairs exceed the authorized limit, the Ford Fleet Care Service Provider will contact the Fleet Company for authorization, which shall be evidenced by the issuance of a purchase order or approval number, prior to proceeding with the repair. The authorization limit is set by the Fleet Company at the time of enrollment as Repair Prior Approval and generally will not exceed $500.00. The authorization limit may be modified at Ford's sole discretion by submission of a written request to the correspondence address below at a later date. Repairs that are less than the authorization limit are deemed to be authorized repairs. The Fleet Company is responsible for payment of all authorized repairs.

Ford Fleet Care Parts Purchase Program: All parts purchases shall require authorization for purchase from the Fleet Company, which shall be evidenced by the issuance of a purchase order or approval number. The Fleet Company is responsible for payment on all authorized parts purchases.

FORD FLEET CARE NATIONAL PROGRAMS. Ford Fleet Care may offer national programs as part of the Consolidated Billing program, such as Glass and Roadside programs (available only in the U.S.). The Fleet Company is automatically enrolled in Ford Fleet Care national programs as they become available. Services provided under the Ford Fleet Care national programs do not require prior approval from the Fleet Company, even if the charges exceed the established maximum authorized repair amount. Additional information is available at www.fleetcare.ford.com.

ACCOUNT RESPONSIBILITIES FOR SERVICE AND MAINTENANCE OR PARTS PURCHASES. The Fleet Company is responsible for ensuring that: (1) Tax Exempt information, if applicable, is provided at time of service or purchase. (2) The requested work has been completed or the required part(s) have been received, (3) The repair or purchase order contains the correct name, VIN or account code, odometer reading and repair or purchase date and (4) The repair or purchase order is signed and dated or otherwise documented and a copy is retained for the Fleet Company's records. (5) VIN enrollment is accurate and additions and deletions are required in a timely basis. Failure to do so may result in charges on vehicles no longer owned or operated by the fleet.

STATEMENT OF ACCOUNT, INVOICE AND SUMMARY. Each billing period, Ford will post online or send the Fleet Company a summary and detail of individual charges, an invoice tallying monthly charges and a statement of account that includes billing and payment activity from the previous billing period. Online billing documents are available at www.fleetcare.ford.com. Documents without billing charges are not posted online or sent to the Fleet Company.

FOREIGN EXCHANGE. USA/Canadian currency exchange will be calculated based on the Ford bookkeeping rate at the time of the repair or parts purchase, as the case may be, with no service fees charged.

CHARGES AND FEES. Ford will bill the fleet company for their authorized repairs and services (including Prior Approval repair values) not covered by the New Vehicle Limited Warranty, Ford Protect Extended Service Plan (ESP), or other Ford program, and for parts and products purchased using an assigned Ford Fleet Care billing account number. Approved deviations from the standard services outlined in this agreement may result in additional charges to the Fleet Company's account. Service requests that may cause additional charges may include, but are not limited to: Requests for customized data reports, billing reprint requests, alternative billing services (i.e. EDI, third party billing services) or express mailing of billing documentation. Additionally, approved payment terms extended beyond net thirty days may result in additional charges.

PAYMENT. The Fleet Company shall pay Ford the amount stated on the invoice by the specified due date. At Ford's sole discretion, existing credit on account may be applied to subsequent billing, thereby reducing the amount owed. This will be reflected on the Fleet Company's statement of account, which is provided with the current billing period's invoice. In the event of nonpayment in whole or in part, Ford reserves the right to suspend or cancel Ford Fleet Care billing privileges upon written notice to the Fleet Company. Ford reserves the right to seek payment by any legal means it deems appropriate, including the right to offset against and redirect payments of any amounts otherwise payable to the Fleet Company by Ford (e.g. Competitive Price Allowance (CPA), Government Price Concession (GPC), etc.). Delinquent payment may be reported to national credit bureaus.

LATE PAYMENT FEE. Charges not disputed in writing or not paid in full by the specified invoice due date will be subject to a late fee at the standard rate of 4%, calculated and compounded monthly from the invoice due date until payment is received in full. Disputed charges will be exempt from the monthly service fee provided payment is made within 30 days from the time the dispute is resolved. The Fleet Company will be responsible for late fees incurred on delinquent invoices as a result of a failure to identify vendor approval steps or documentation required to facilitate payment. Additionally, approved payment terms extended beyond net thirty days may incur a late payment fee higher than the standard rate.

DISPUTED CHARGES. The Fleet Company MUST submit in writing inquiries and applicable copies of disputed charges within 30 days of the date of the invoice. Charges not disputed within 30 days of the date of invoice will become the responsibility of the Fleet Company. Disputed charges must include the Fleet Company name and account number, the dollar amount being disputed, and a description of the dispute and any supporting documentation. Submitting disputed invoices immediately may help in avoiding interruption of Ford Fleet Care service. Ford Fleet Care is a billing service only, so Ford will only correct errors made by Ford. Ford shall not be responsible for any misrepresentation of the Ford Fleet Care program and its features by a Ford Fleet Care Service Provider, any claims that work was not actually provided by the Ford Fleet Care Service Provider, or that the Ford Fleet Care Service Provider inaccurately or improperly performed the work. *The Fleet Company should contact the Ford Fleet Care Service Provider directly to resolve these types of disputes*. Ford makes no warranty or representation regarding the work performed by the Ford Fleet Care Service Providers or the parts and services provided by the Ford Fleet Care Service Providers, except to the extent that any purchased parts or accessories may be subject to an express Ford product warranty.

TO CANCEL FORD FLEET CARE ENROLLMENT. The Fleet company MUST notify Ford's Ford Fleet Care Administration in writing as soon as: (1) An enrolled vehicle is taken out of service, (2) Ford Fleet Care is no longer desired on a vehicle, or, (3) the Consolidated Billing or Parts Purchase account is no longer desired. The request must include the Fleet Company account code and specific VIN information if applicable. The enrollment cancellation process generally takes 10 business days from Ford's receipt of the request. The Fleet Company will be charged and responsible for all repairs performed on vehicles and/or parts purchases until Ford Fleet Care Administration completes the cancellation process. To avoid being charged, the Fleet Company should instruct drivers to refrain from receiving service or purchasing parts through Ford Fleet Care while the enrollment cancellation is in process. Confirmation of enrollment cancellation will be provided to the Fleet Company upon completion.

TERMINATION AND CHANGES TO FORD FLEET CARE PROGRAM AGREEMENT. In addition to any other termination rights specified herein, Ford shall have the right to terminate the Ford Fleet Care Program Agreement with the fleet company at any time, with or without cause, upon providing thirty (30) days prior written notice to the fleet company. Additionally, Ford shall have the right to change the Program Agreement at any time and such changes shall be effective upon Ford providing thirty (30) days prior written notice to the fleet company.

CORRESPONDENCE. Please direct all inquiries to Ford Fleet Care Headquarters as follows:

Phone: (800) 367-3221
Fax: (313) 390-3555
Email: ffcadmin@ford.com
Mail: 19855 W. Outer Drive Suite #500
Garrison Place East
Dearborn, MI 48124

PRIVACY STATEMENT. Ford's full privacy policy is available at www.fleetcare.ford.com for review.

FORD FLEET CARE

Program Application for Ford Fleet Care Programs

Promotion Code:

Program Selection *(*Denotes a required field)*

☒ Ford Fleet Care Consolidated Billing Program ☐ Ford Fleet Care Parts Purchase Program

Fleet Company Information

CITY OF WEST COVINA — Company Name*	— Type of Business*
825 S SUNSET AVE — Fleet Administrator Name* D TRAN	1444 W GARVEY AVE #308 — Street Address (No P.O. Box)*
626-939-8789 — Telephone Number* Ext.	WEST COVINA CA 91790 — City, State, Zip Code*
626 939 8731 — Fax Number	MMARTIN@WESTCOVINA.ORG — E-Mail Address*

Billing Information

Accounts Payable Contact*

Billing Street Address/P.O. Box*

City, State, Zip Code*

Telephone Number* Ext.

E-Mail Address*

Repair Service & Parts Purchase Authorization

Specify dollar value of repairs that require approval before service

$ 60K — Current Monthly Average Repair/Parts Charges*

$ 60K — Estimated Monthly Average Ford Fleet Care Repair/Parts Charges*

DANIEL MARTINEZ — Authorization Contact Name *(if different from fleet admin.)*

Telephone Number* Ext.

$ _____ Repair Prior Approval *(Max. $500.00)**

All Part purchases require fleet company approval.

Fleet Vehicle Information

150 — Ford Vehicle Count* 150 — Non-Ford Vehicle Count*

☐ Enable Non-Ford Vehicle Billing

Online Billing

☐ Enable Online Billing Ford FIN Code:

A Ford FIN Code and Web ID are required to activate online billing and MyFord Fleet Care web site features. Ford Fleet Care Headquarters will contact the Fleet Administrator to obtain the necessary information.

Select Payment Option

☐ EFT (Electronic Funds Transfer) ☒ Check

Tax Exemption Information

☐ Yes – All states ☐ Yes – State Specific *(indicate below)* ☒ No

Tax ID#:

Tax Exempt States:

Additional Information

Active Ford Credit Commercial Line of Credit (CLOC) account? ☐ Yes ☐ No

Additional forms required? (Corporate vendor, state forms) ☐ Yes ☐ No

If accounts payable, state, municipal or vendor forms are required to be completed, please include all appropriate forms with Ford Fleet Care application.

Finalize Enrollment

Send Completed Applications:

Email: ffcadmin@ford.com with VIN list in Excel spreadsheet (for quicker processing)

OR

Fax: (313) 390-3555 (VIN listing may also be included)

THIS APPLICATION IS SUBMITTED TO PROVIDE INFORMATION IN CONNECTION WITH ESTABLISHING OR MAINTAINING CREDIT WITH FORD MOTOR COMPANY. INFORMATION OBTAINED IN THIS APPLICATION IS FOR THE EXCLUSIVE USE OF FORD MOTOR COMPANY AND PAYMENT PLAN PROCESSORS. ALL PORTIONS OF THIS FORM MUST BE COMPLETED FOR APPLICATION REVIEW. FORD MOTOR COMPANY RESERVES THE RIGHT TO REQUEST ADDITIONAL INFORMATION. APPLICANTS MAY BE CONTACTED FOR FURTHER PROCESSING.

Authorized Representative Name*: Chris Freeland (Please Print) Date*: 1-4-18

Title*: City Manager

Signature*:

THE INFORMATION CONTAINED HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF. THE FLEET COMPANY LISTED ABOVE UNDERSTANDS AND AGREES TO THE FORD FLEET CARE PROGRAM AGREEMENT PRINTED ON THE BELOW AGREEMENT PROVISION SECTION.

Enrollment Referral Information

To be completed by Dealer or Ford Representative

Dealer Representative	Ford Representative
RON STAYER — Dealership Name	ANNE TRAN-MALONE — Ford Representative Name and Title
— Print Dealer Contact Name and Title	— Signature
RON STAYER @ FORD & LINCOLN — Authorized Dealer Signature	ANNE.D.TRANMALONE@.COM — E-Mail Address
310.926.3669 — Telephone Number Ext.	(313) [illegible]-5953 — Telephone Number Ext. Los Angeles — Region

For more about Ford Fleet Care, visit www.fleetcare.ford.com or scan this code with your smartphone or tablet device.

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MASTER AGREEMENT #080124
CATEGORY: OEM Vehicle Parts and Supplies
SUPPLIER: Ford Motor Company

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Ford Motor Company, One American Road, Dearborn, MI 48216 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about

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Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on November 14, 2028, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in RFP 080124 to Participating Entities. In Scope solutions include: OEM Vehicle Parts and Supplies.

   a. Original equipment manufacturer (OEM) repair, replacement, maintenance parts, supplies, and services for:
      i. Automobiles, SUVs, vans, light truck, Class 3-8 chassis and equipment, bus, and motorcycles; and
      ii. All engine and powertrain types such as: gasoline, diesel, compressed natural gas (CNG), propane, electric, and hybrid.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly form Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

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13) **Supplier Representations:**

i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Solutions are suitable for and will perform in accordance with the ordinary use for which they are intended.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list applies when a Participating Entity accesses Supplier's Included Solutions with United States federal funds.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements 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.

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ii) **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must comply with all applicable Davis-Bacon Act provisions.

iii) **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, 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 Agreement. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier

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certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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xi) **ACCESS TO RECORDS (2 C.F.R. § 200.336).** Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

xii) **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.

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

17) **Force Majeure.** Neither party to this Agreement 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.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations

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defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Neither party may assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment is invalid. Upon request by Supplier, Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell, arising out of any act or omission in the performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in design, condition, or performance of Included Solutions under this Agreement. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

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18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
    a) **During the term of this Agreement:**
        i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

        ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

    b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

    c) **Use; Quality Control.**
        i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

        ii) 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. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

    d) **Termination.** Upon the termination of this Agreement for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

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21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement 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:

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. 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 provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

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

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e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

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5) **Refurbished Goods.** All Equipment and Products provided under this Agreement must be new/current model. Supplier may offer refurbished Equipment or Products if clearly disclosed by Supplier to Participating Entity as required by state disclosure laws.

6) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

7) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

8) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

9) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Ford Motor Company
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 1E2EFC5700BA42D...
By: _____	By: _____
Jeremy Schwartz	Travis Hunt
Title: Chief Procurement Officer	Title: General Manager, Ford Pro Parts & Service Transformation
Date: 1/2/2025 | 2:54 PM CST	Date: 1/2/2025 | 2:07 PM EST

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RFP 080124 - OEM Vehicle Parts and Supplies

Vendor Details

Company Name:	Ford Motor Company
Does your company conduct business under any other name? If yes, please state:	Ford Pro
Address:	1 American Road, Ford WHQ Dearborn , MI 48126
Contact:	Keith Abarca
Email:	kabarca@ford.com
Phone:	925-351-5607
HST#:	38-0549190

Submission Details

Created On:	Monday June 24, 2024 10:37:51
Submitted On:	Thursday August 01, 2024 16:05:22
Submitted By:	Keith Abarca
Email:	kabarca@ford.com
Transaction #:	57a7489c-a156-48f3-9291-31ce89bdd232
Submitter's IP Address:	47.44.170.2

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Ford Motor Company	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Y	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	Ford Pro	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	3LQV7	*
5	Provide your NAICS code applicable to Solutions proposed.	811111	
6	Proposer Physical Address:	One American Road Dearborn, MI 48126	*
7	Proposer website address (or addresses):	ford.com; fordpro.com	*
8	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):	Travis Hunt (General Manager-Ford Pro Parts & Service Transformation) 1907 Michigan Avenue Detroit, MI 48216 Thunt22@ford.com 703.859.0347	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Keith Abarca (Government Bid Manager) 1907 Michigan Avenue Detroit, MI 48216 Kabarca@ford.com 925.351.5607	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Kevin Naro (Service Transformation and Technology Manager) 1907 Michigan Avenue Detroit, MI 48216 Knaro@ford.com 440.452.2257	

Table 2: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Ford Motor Company was incorporated in Delaware in 1919. We acquired the business of a Michigan company, also known as Ford Motor Company, "which had been incorporated in 1903" to produce and sell automobiles designed and engineered by Henry Ford. We are a global company based in Dearborn, Michigan. With about 177,000 employees worldwide, the Company is committed to helping build a better world, where every person is free to move and pursue their dreams. The Company's Ford+ plan for growth and value creation combines existing strengths, new capabilities, and always-on relationships with customers to enrich experiences for customers and deepen their loyalty. Ford develops and delivers innovative, must-have Ford trucks, sport utility vehicles, commercial vans and cars, and Lincoln luxury vehicles, along with connected services. The Company does that through three customer-centered business segments: Ford Blue, engineering iconic gas-powered and hybrid vehicles; Ford Model e, inventing breakthrough electric vehicles ("EVs") along with embedded software that defines always-on digital experiences for all customers; and Ford Pro, helping Government and Commercial fleet customers transform and expand their businesses with Ford vehicles, Ford OEM parts and Ford OEM services tailored to their needs. Additionally, the company provides financial services through Ford Motor Credit Company LLC ("Ford Credit"). In addition, the Ford F-Series is the best-selling vehicle in the United States for over 47 straight years. With the freshest car portfolio, Ford is well positioned in the global marketplace. Ford is America's leading vehicle nameplate, and has the best sellingvehicle, truck, and van in America. Ford employs more workers in the U.S. than any other Vehicle OEM s. (177,000 employees worldwide)	*
12	What are your company's expectations in the event of an award?	Ford Motor Company's award expectation is to create new opportunities and cost saving contractual options for Government Fleet Vehicle Customers in the State, Local, Education and non-profit sector. Ford Motor Company's offerings include Ford OEM Parts, Motorcraft and Omnicraft parts, Rotunda equipment, training, Charging Solutions, Telematics and Fleet Management Software Solutions along with comprehensive. The award will improve the understanding and value of Ford products with Sourcewell members, as well as, improve awareness of Ford programs and services. This will reduce the time and effort associated with fleet purchasing activities. Sourcewell members will find the convenience and cost savings of a Ford/Sourcewell contract very appealing by making Sourcewell a preferred procurement method. Note: Ford Motor Company is currently a Sourcewell vendor (Contract# 101520-FMC) and increased purchases via the Sourcewell contract in 2023 by 64% YOY vs 2022.	*
13	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. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	See attached 2023 Financials. 2023 Revenue: $176.2 Billion 2022 Revenue: $158.1 Billion 2021 Revenue: $136.3 Billion 2023 Vehicle Sales: 4.4 Million Vehicles Sold to dealers and distributors globally	*
14	What is your US market share for the solutions that you are proposing?	Ford Motor Company vehicles make up approximately 43% of passenger car registrations and about 50% of Class 1 & 2 truck registrations in the government fleet sector. From a wholesale parts perspective, government agency sales reported to Ford Motor Company make up a relatively small share of total parts wholesale (5%) [TRADE SECRET)	*
15	What is your Canadian market share for the solutions that you are proposing?	Ford currently captures 27.9% majority of the Canadian Market Share. Ford leads all OEMs in vehicle market share in Canada.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	No bankruptcy proceeding and proudly Ford Motor Company did not ask for a Government Bailout in 2008.	*

17	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?	B) Ford Motor Company is an original equipment manufacturer and service provider with 177,000 corporate employees worldwide. As a Ford OEM parts and Ford OEM service provider, Ford also has 2,900 franchised dealers and 459 Ford Authorized Distributor locations in all 50 states and U.S. territories. Per this RFP, SLED Government agencies will have access to 291,341 Ford OEM Parts SKUs that are sold only through our Ford Dealer Network. Per this RFP, SLED Government agencies will also have access to Ford OEM Service at all 2,900 Ford Dealerships in the US. Note: If a SLED Government agency needs to purchase Ford OEM Parts or needs Ford OEM Service, the government agency will need to coordinate with their local dealer (or local dealers). If a SLED Government agency requires a signature, the government agency will need to coordinate with their local Ford Dealer (or Ford dealers). In addition to the 177,000 worldwide Ford employees, the Ford network is made up of independently owned franchises. There are additional individuals working at dealers and distributors as independent employees of the respective dealer/distributor employer.
18	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.	Ford Motor Company and subsidiaries operate across the globe in a variety of markets that require Ford to adhere to all locally mandated laws and regulations in order to do business. With regard to the territories covered by this RFP, Ford provides the same assurance that all local and Federal laws and/or regulations are being met in order to allow Ford to do business in the territories herein.
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	N/A - No past debarments.
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	Ford Motor Company: A Commitment to Innovation, Community, and the Environment 1. Ford is the best-selling pickup truck manufacturer in the U.S. and globally. F-Series is the #1 best-selling truck for 47 years running in America and for 58 consecutive years in Canada. Ford plans to invest approximately $3 billion to expand Super Duty production. 2. Innovation in Electric vehicles: The Ford F-150 lightening was recognized as the Top-Rated Electric Truck in the 2023 Edmunds Top Rated Award. The company aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. 3. Supporting Local Economies: Ford Motor Company was named among Diversity Inc's Top 50 companies for Diversity in 2023. Ford's Supplier Diversity Development Program supports minority-owned, women-owned, veteran-owned and other diverse businesses, promoting economic growth and innovation within local communities. 4. Ford invests in education through programs like Ford Next Generation Learning (Ford NGL), which partners with schools to prepare students for careers in rapidly changing world. These initiatives help create a skilled workforce and support economic development. 5. Ford received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife.
21	What percentage of your sales are to the governmental sector in the past three years.	55% of Ford Parts & Service Transactions were to Government Agency Fleets in the past 3 years.
22	What percentage of your sales are to the education sector in the past three years.	55% of all Ford Parts & Service Transactions were to Government Agency Fleets over the last 3 years. 8% of these government transactions were to school districts over the last 3 years.
23	List any state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Ford Motor Company is currently a Sourcewell vendor for Contract# 101520-FMC. 2023 Annual Sourcewell Sales - $4.4 Mil (or 63% YOY increase vs 2022) 2022 Annual Sourcewell Sales $2.7 Mil 2023 Sourcewell Sales increased 64% YOY vs 2022 Sales.

24	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?	Ford currently holds a GSA contract for Light Duty Trucks. 2021 Contract Year - $504,572,825.00 2022 Contract Year - $690,504,040.00 2023 Contract Year - $308,338,770 (drop in vehicle sales was due to extremely limited allocation). 2024 Contract Year (thru April 2024)- $521,184,578.60	*

Table 2A: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Dirk Aubuchon	213.486.1020	*
City of Virginia Beach	James Yost	757.385.6366	*
City of Palm Springs	Daniel Martinez	760.218.4237	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Ford Customer Service Division operates a world-class service organization of partsand service professional headquartered in Dearborn, Michigan. Ford operates 20 parts distribution centers, 21 regional field office locations, and five market area office locations. The regional and market area locations are strategically positioned across the United States and staffed by hundreds of automotive professionals. FCSD's technical, parts, and service support personnel provide support to over 2,900 Ford and Lincoln dealerships nationally and support 459 Ford Authorized Distributor locations nationally. The Fleet Service Operations (FSO) organization consists of approximately 87 team members dedicated strictly to fleet operational support in parts, service and technical related activities. The Fleet Service Operations Team supports over 11,400 Government and Commercial Fleets nationally.	*
27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	Ford segments its dealers and distributors into sub categories based on their capabilities to service various customers with voluntary program enrollments. Particularly relevant to this solicitation is Ford's National Fleet Parts Pricing Program, Ford Pro Maintenance Program, and the Commercial Vehicle Centers. All the personnel in these sub-sets have specialized skill sets and knowledge that allows them to sell and service government and commercial fleet customer accounts. Ford Motor Company's network of Ford Dealers and Ford Authorized Distributors have access to a Ford parts universe that includes 291,341 SKUs. This ensures that all Ford Dealers and Ford Authorized Distributors have the parts necessary to repair ALL Ford Vehicles at a Government agency.	*
28	Service force.	Ford Motor Company's U.S based franchised Ford and Lincoln dealerships employed more than 30,000 automotive technicians operating in more than 50,000 repair shop service bays. Ford also has a network of Dealer owned Mobile service units from a growing number of dealers through out the U.S. to provide mobile service in the field to fleet customers. These mobile service vehicles will go to the Government Agency's locations to service their fleet vehicles.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All Ford OEM Parts, Ford OEM Service and Rotunda Tools orders will be processed by the local dealer (or local dealers). If the Government Agency requires a signed contract, the government agency will need to coordinate with the local dealer (or local dealers) they choose to do business with. We have a network of 2,900+ dealers nationally that all government agencies can purchase from. In addition to the dealer network, Ford Motor Company also has 459 Ford Authorized Distributor locations nationally. Ford Pro Charging Solutions, Telematics Solutions and Fleet Management Software solutions will be serviced direct by our Ford Pro Team and pricing for these services is in the attached documents.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Ford's Fleet Service Organization (FSO) will work directly with participating dealerships for all aspects of customer service support on the awarded Sourcewell contract. The Government Bid Manager will be the main point of contact for Sourcewell staff. For day-to-day parts and service needs (parts pricing outside of non-participating NFPP dealers, order fulfillment, etc.) Sourcewell members should work with their respective selling dealers/distributors. These organizations have existing processes to provide assistance that escalated care. For customer service issues that require escalated care, Sourcewell members can also request assistance from the Fleet Customer Information Center (1.800.34.FLEET)	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of 2,900 franchised Ford and Lincoln dealers, plus 459 Ford authorized distributors, we have a robust network to service all government agencies in the United States. We will extend all parts & service programs and services to Sourcewell members nationwide at current/existing program subscription costs if any.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	1) Ford Motor Company is deliberate about providing vehicle parts, training, and services to Sourcewell members. Through our network of franchised Ford and Lincoln dealers we also service Canada. Canada currently does not have a National Fleet Parts Pricing Program to offer a ceiling price model. Sourcewell members in Canada should work with their dealerships for their parts and service needs. 2) Ford Pro does have an offering for Charging and Software Solutions in Canda though. Please see the complete Charging and Software product list attached to include pricing.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	Not applicable. Canada procurements are separate from the U.S. reporting	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	Not applicable. Canada Procurements are separate from the U.S.	*
35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Program details will vary in the U.S. Islands/Territories based on selling dealers participation and Ford Program availability. Fleet customers in Alaska and Hawaii orders will take extra time for delivery based on dealer shipping and availability.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Ford Motor Company will extend the same National Fleet Parts Pricing to all nonprofit entities. (These nonprofits will have access to 291,341 Ford Parts SKUs and be supported by 2,900 Ford Dealers or 459 Ford Authorized Distributors nationally.)	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	If awarded a Sourcewell contract, Ford will work with our communications team to distribute a press release announcing the award. The announcements will be released in various publications, electronic Newsletters and websites. Following the press release, and as described above, Ford will use a variety of techniques to market the Sourcewell contract to its dealers, distributors, and end-user fleets. Ford also anticipates that attendance at national/regional conferences, fleet trade publication advertising, and training/utilization of its sales force will be critical tactics to ensure the maintenance of this contract yields a return on investment.	*
38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Ford Is a leader in technology and digital based marketing. • Ford Digital spend indudes: Search Engine Optimization efforts, Retargeting, Paid Online Display, Native advertising, and leverages major preferred partner relationships (Google, Facebook, YouTube). • Ford owned properties include www.Motorcraft.com, www.FordParts.com, www.fordpro.com • Ford Updates PIES/ACES data twice a year with: technical attributes, parts images, product attributes.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	Our view of Sourcewell's role is the following: 1. Assist Sourcewell members in explanation and direction on how to use the Sourcewell Contract. 2. Assist Ford Dealer personnel (2,900 dealers nationally) and Ford Authorized Distributors personnel (459 Distributor locations nationally) in explanation and direction on how to use the Sourcewell Contract. 3. Participate in trade shows to promote the Sourcewell Contract. 4. Assist Ford with training of the Ford Dealers on "How to sell through the Sourcewell Contract." 5. Provide opportunities for Ford products to be showcased to Sourcewell members. 6. Route leads and sales opportunities in regards to the contract to Ford staff. 7. Meet regularly with the Ford Management team to initiate and implement new strategies to promote the Sourcewell contract. (Example: Andy Campbell | Director of Cooperative Contracts – Fleet collaborates with the Ford Management Team regularly which has increased Sourcewell Sales by 64% YOY.)	*
40	Describe any online parts catalog and ordering capabilities that can be provided or are included. If so, identify any additional costs associated with this service.	1) Franchised Ford Dealers utilize Fordparts.com for E-Procurement, cataloging and parts lookup. Ford Authorized Distributors utilize Motorcraft eCounter for the same services. 2) Fordparts.com and eCounter is FREE to all Government Fleets. 3) Sourcewell members should register and request sponsorship from the Ford Dealerships they choose to do business with. 4) Both tools can provide fleet customers with 24-7 online ordering to include exploded views and associated needed parts to complete the repair. 5)_Parts pricing and inventory availability is transparent to the Sourcewell member based on the pricing that the dealer/distributor establishes with each Sourcewell member.	*

Table 5: Value-Added Attributes (100 Points)

Line Item	Question	Response *	

41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	1) Fleet Technician Training- Fleets can purchase an annual subscription to technician training, tech publications, or both. Fleets can also earn Technical Resource Center (TRC) access through their parts purchases from Ford Certified Parts Wholesaling Dealerships. All Ford Fleet Programs and support elements can be found at www.fordpro.com. 2) Ford Pro also has a Field Team that can provide product and program training to all Government Fleets at no additional costs. The goal is to help fleets earn additional incentives based on purchases or provide additional cost savings to save the fleet money. Below are some examples of these programs that are available to Sourcewell Members. 3) Ford Fleet Network- Earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases. For Example, some Government and Commercial fleets earned up to $200,000+ on this program in 2023. The Ford Fleet Network benefits also include: a) Powertrain Private Offer is an immediate, off invoice discount on powertrains for all fleet customers. The Government Fleet will receive $500 off invoice discount on Diesel Engines, $350 off invoice discount on Gas Engines, $200 off invoice discount on transmissions - There is no purchase cap on this private offer to Government and Commercial Fleets. b) Rotunda Discount includes Integrated Diagnostic Software (IDS) Ford J2534 Diagnostic Software (FJDS) Ford Diagnostic & Repair System (FDRS) c) Dell Computer Discount that qualifies you for Employee Pricing on the latest Dell products and accessories d) HP Computer Discount which gives exclusive deals on Hewlett-Packard's top selling laptops, desk tops, tablets, printers and more. e) X-Plan Your membership gives you access to 2 X-Plan PINs per year where you can choose from a range of cars, trucks, vans and SUVs. f) Training Benefits which includes On-Site Technical Training, Publication and Training subscriptions and more 4) Fleet Care Consolidated Billing is Free of charge to participate. It provides fleet customers with a card-less, cashless solution for all parts, service and body shop transactions through the Ford Dealer and Quick Lane network. Fleet Parts Advantage-Through Ford's parts training programs all fleets have access to unique training and inventory management solutions allowing fleet parts departments to make better inventory investment decisions. This results more efficient fleet parts department.	*

42	Describe any technological advances that your proposed Solutions offer.	Ford Motor Company employs advanced cooling technology in its vehicles to enhance performance and efficiency. Key features include: 1) Advanced Engine Cooling Systems: Utilizes variable-speed electric water pumps and aluminum radiators for optimal engine temperature management. 2) EcoBoost Engine Cooling: Specialized cooling systems designed for EcoBoost engines to maintain performance and fuel efficiency. 3) Transmission Cooling Systems: Dedicated coolers that regulate transmission temperatures, improving longevity and performance, especially in towing scenarios. 4) Air Conditioning Systems: Innovative climate control technology that adjusts cooling output for enhanced passenger comfort while improving energy efficiency. 5) Heat Exchangers: Used in turbocharged engines and electric vehicles to dissipate heat effectively, ensuring optimal operating temperatures. 6) Integrated Thermal Management Systems: Coordinates cooling across engine, transmission, and cabin for maximum efficiency, especially in hybrid and electric vehicles. 7) Electric Vehicle Cooling: Liquid cooling systems for batteries and motors in electric vehicles, maintaining optimal temperatures for performance and longevity. Keeping Cool with Geothermal Cooling System – The Lima (Ohio) Engine Plant, home of production for Ford's award-winning Duratec 35 engine, uses cold water from two abandoned limestone quarries on the property to cool a portion of the plant and its equipment. The geothermal system saved Ford $300,000 in installation costs – compared with the cost of installing a traditional cooling tower – and saved more than $300,000 in annual operating costs. Although actual cost savings are difficult to determine at this point, the system is capable of providing chilled water using 0.1 kilowatts per ton of cooling vs. traditional chiller systems with cooling towers, which consume around 0.7 kw/ton or more. In addition, several hundred thousand gallons of domestic water have already been saved due to the elimination of some existing cooling towers. 8) Ford continues to advance in all areas of automotive technology. OE Connection/D2Dlink and its family of products provide comprehensive 24-7, nationwide access to inventories from participating dealers nationally to include parts and tire distributors. OEConnection solutions aggregates the inventories of more than 14,000 automotive and heavy-duty truck dealerships, authorized OEM distributors, and specialty tire and parts accessories distributors into an intelligent, easy-to-manage and access. The OEM-specific virtual parts warehouse carries over 50 million OEM parts. These secure, scalable virtual warehouses supplement existing OEM parts distribution facilities helping participating franchised dealers quickly and efficiently source in-demand parts.	*

43	Describe any “green” initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Ford's sustainability strategy is embedded in our business plan and consistent with our aim to deliver a strong product, a strong business and a Better World. At Ford, we define sustainability as a business model that creates value consistent with the long-term preservation and enhancement of environmental, social and financial capital. Below are some green initiatives and the certifying agency: 1) Electrification of Vehicle Lineup Description: Ford is heavily investing in electric vehicle (EV) technology, including the launch of models like the Mustang Mach-E and the F-150 Lightning. Ford is taking action to achieve carbon neutrality no later than 2050, and in Europe, no later than 2035, focusing on our vehicles, our operations and our supply chain. Certifying Agency: The U.S. Environmental Protection Agency (EPA) for emissions standards and electric vehicle efficiency ratings 2) Carbon Neutrality Commitment Description: Ford has pledged to achieve carbon neutrality globally by 2050, including reducing CO2 emissions from its products and manufacturing operations. Ford Motor Company’s actions to cut emissions, mitigate climate risks and contribute to development of the low-carbon economy have earned it a place on CDP’s Climate “A List” for climate change. Ford aspires to power all its manufacturing plants globally with 100-percent renewable energy by 2035 Certifying Agency: The Science Based Targets initiative (SBTi) for setting and validating science-based targets for emissions reductions. 3) Sustainable Materials in Vehicle Production Description: Ford has introduced sustainable materials in its vehicles, such as plant-based materials and recycled plastics. Ford plans to power all its manufacturing plants globally with 100 percent renewable energy by 2035. . Ford is among the first U.S. automakers to bring our global supply chain to Manufacture 2030 to help our suppliers meet their carbon reduction targets, and is a leader in our industry in supply chain mapping and auditing. Certifying Agency: Underwriters Laboratories (UL) for sustainable product certifications. 4) Water Conservation Efforts Description: Ford is focused on reducing water usage in its manufacturing processes. Ford has been recognized by the Carbon Disclosure Project (CDP), a leading global environmental non-profit . Since 2000, Ford has achieved a 76.2% reduction in absolute freshwater use, accounting for a cumulative 186.3 billion gallons of water saved. In 2022, Ford used 22 percent less water globally, the equivalent of providing a year’s worth of water to 1.7 million homes. Certifying Agency: Alliance for Water Stewardship (AWS) certification for sustainable water management practices. 5) World’s Largest Green Roof Ford’s Dearborn Truck Plant has the World’s Largest Living Roof, according to Guinness World Records. The 10.4-acre living roof is part of Ford’s redevelopment of the Ford Rouge Center, which includes a number of progressive environmental initiatives. The roof is composed of a drought-resistant perennial groundcover called sedum which is planted into a specially layered bed. Virtually maintenance-free, it can absorb up to 4 million gallons of rainwater annually and is part of a broader storm-water management system installed at the Rouge. In addition to absorbing rainwater and carbon dioxide, the sedum roof produces oxygen and provides natural overhead insulation for the final assembly building, thereby reducing energy costs. It also is expected to last twice as long as a traditionally constructed roof.	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company received the 2023 Green Energy award for its substantial progress in renewable energy and emission reduction. Ford is also modernizing its manufacturing facilities to be more environmentally friendly. The company's Dearborn Truck Plant, for example, includes a living roof that helps manage stormwater and provides a habitat for wildlife. The company also aims to achieve carbon neutrality globally by 2050, with interim targets for 2030 and is making sustainable investments in renewable energy and sustainable manufacturing practices. Below are some third-party issued eco-labels: 1) ISO 14001 Certification Description: This certification is awarded for effective environmental management systems (EMS) that help organizations improve their environmental performance. Ford has implemented ISO 14001 across its manufacturing facilities to ensure compliance with environmental standards. 2) EPA Energy Star Certification Description: Ford has received Energy Star certification for some of its manufacturing plants, recognizing energy-efficient practices that significantly reduce energy consumption and greenhouse gas emissions. 3) LEED Certification Description: Ford facilities have achieved Leadership in Energy and Environmental Design (LEED) certification, which signifies environmentally friendly building practices and efficient energy use. 4) Green Vehicle Certification by the Environmental Protection Agency (EPA) Description: Certain Ford vehicles, especially hybrids and electric models, have received recognition from the EPA for their low emissions and energy-efficient technologies. 5) SBTi (Science Based Targets initiative) Approval Description: SBTi endorses two new Ford interim carbon-neutrality targets for substantial reductions in greenhouse gas emissions from operations and products by 2035	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	"A unique service is our FORD Pro Maintenance Program. Ford Pro Maintenance provides consistent maintenance and light repair pricing for Ford, Lincoln, and Mercury vehicles managed by participating Government & Commercial Fleet customers. We have over 700 participating Ford & Quick Lane Dealers nationwide and growing. There is a small set up fee cost to Government & Commercial Fleet customers. The program also provides a savings of capital benefit where Ford manages the consolidated billing. .PROGRAM DETAILS The program establishes competitive fleet pricing including: 0 A not-to-exceed national price for 12 maintenance and light repair services. 0 22 non pre-priced maintenance and light repair services are priced at Regional/ Metro .Labor Rate using Mitchell's Flat Rates and parts priced at Dealer List Price. Motorcraft offers a comprehensive array of unique products to help keep fleet vehicles on the road. Most Motorcraft parts are the same parts that came with the Ford or Lincoln vehicle when built. Because our parts are designed for the vehicles they were originally built for, they fit perfectly. Technicians will not spend extra time making them fit. All Motorcraft brake pads and shoes are tested on the road, in real life conditions, to meet Federal Motor Vehicle Safety Standards (FMVSS). Fleet Parts Advantage offers fleets a unique training and inventory management solution, allowing fleet parts departments to make better inventory investment decisions. This product is available at an additional cost established by ADMI. Ford offers Omnicraft as a new addition to its parts platform. Omnicraft provides quality aftermarket parts for non-Ford/Lincoln vehicles at a great cost savings."	*

Table 5A: Value-Added Attributes (Not Scored)

Line Item	Question	Certification	Offered	Comment
46	Select 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 and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Though Ford is not a MWBE or Small Business, Diversity and Inclusion is very important to Ford. 245 Dealers Nationally are MWBE. (See attached MWBE Ford Owned Dealers. More details can be provided upon request.)
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE owned.
48		Women Business Enterprise (WBE)	○ Yes ◉ No	Ford Motor Company does have dealerships that are MWBE. (See attached MWBE Ford Owned Dealers - 245 Dealers Nationally. More details can be provided upon request.) Checked no because Ford Motor Co. is not MWBE Owned.
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	NA
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	NA
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	NA
52		Small Business Enterprise (SBE)	○ Yes ◉ No	NA
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	NA
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	NA

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment terms will be by the selling Ford or Lincoln dealer. All Ford OEM Parts & Ford OEM Service transactions are between the local Ford Dealer (or local Ford Dealers) and the Government agency. Sourcewell Member Agencies that are enrolled in the Ford Fleet Care Consolidated Billing Program will receive Net 30 payment terms. (All fleets must be pre-approved by the Ford Fleet Care Team for this program.)	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	Yes, Ford Pro offers Municipal Lease/Purchase Financing from Ford Pro FinSimple™* which is the best way to acquire essential equipment with a limited budget. It eliminates major cash outlays, long-term debt obligations and, in most cases, the need for voter approval. Example of how it works: • Fixed-rate financing helps you get the vehicles you need when you need them, while sticking to your current budget • Flexible repayment terms – monthly, quarterly, semi-annual and annual • Finance add-on equipment, upfits and extended-warranty plans • Equity is accumulated with each payment, and ownership is realized with a final payment of $1	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	All transactions for Ford OEM Parts and Ford OEM Service are between the Ford dealer and the government agency. If any documents are required the dealer will provide to include any additional terms and conditions. If a government agency requires a signature, the government will coordinate with the local Ford Dealer (or Ford Dealers) they choose to do business with.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Individual Ford Franchise Dealers may choose to elect to accept P- card as a form of payment. Sourcewell members can also elect to enroll in Ford Fleet Care for consolidated Billing options direct from Ford. (Example: A government agency can purchase Ford OEM Parts from 10 dealers and receive one monthly parts statement from Ford vs 10 monthly statements from 10 dealers. Fleets need to be preapproved to be eligible for this program.)	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	1) The Sourcewell discounted price for eligible Ford OEM & Motorcraft Parts in this RFP is at National Fleet Parts Pricing at participating Ford Dealerships nationally. National Fleet Parts Pricing Offers: "Not to Exceed" parts pricing on eligible Ford and Motorcraft® mechanical parts and Ford collision parts* • A network of Ford and Lincoln Dealers across the U.S. for both in-house and in-dealership repairs • Peace of mind in knowing your fleet vehicles will receive competitive pricing* at any participating NFPP Dealer • Access to easy NFPP Dealer locator tools • Access to online parts purchases through Parts.Ford.com National Fleet Parts pricing for all Ford eligible parts is included in the attachments by SKU. Total Ford eligible SKUs for this Sourcewell OEM Parts and Supplies RFP is approximately 291,341 SKUs. 2) Ford Pro Maintenance Pricing at participating Ford & Lincoln dealerships nationally. This program offers Transparent and Consistent Pricing on 12 Fleet Maintenance Services. (See Ford Pro Maintenance Attachment) Air Conditioning Service Air Filter Replacement Alignment Automatic Transmission Battery and Electrical System Brake Service Cooling System Lube, Oil, Filter PID and Y-Harness Installation Tire Services Wheel Bearing Repack Windshield Wipers 3) Ford Pro Charging Solutions (See attachments for pricing) 4) Ford Pro Telematics & Fleet Management Software Solutions (See attachments for pricing)	*

60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	National Fleet Parts Pricing Program provides a "Not to Exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets. (Discount up to 36% off)	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Individually enrolled Sourcewell members participating in the Ford Fleet Network Incentive Program have the ability to earn up to an 8% earn back on all purchases during a program period based on their total purchases during that program period. FFN enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases."	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or "non-contracted items". 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.	Ford franchise dealers may at their discretion seek to source out Open Marker items and services in support of local Sourcewell agencies. Ford also offers Omnicraft branded parts for non Ford and Lincoln vehicles through the Ford Dealership network. (Example: Parts for GM vehicles or Toyota Vehicles)	*
63	Describe your ability to provide customized reports of historical purchases and participating entities accounts payable management.	Selling dealers can provide purchase and accounts payable information. Ford Fleet Service Operations monitors parts sales through our internal reporting system for members month to date and year to date purchases. Member fleets enrolled in the Ford Fleet Network Program have dashboard access 24/7 to their parts purchase information. Government and Commercial Fleets that are approved for Ford Fleet Care will also have access to customized online business reports that provide historical purchases to include: • Cardless/Cashless Convenience • Reduced Administration and Cost • Controlled Spending Limits • No Enrollment Fees • All-Make Billing Solution	
64	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Depending on the level of enrollment there may be additional cost for on hand technical training, electronic parts cataloging subscriptions and other subscription based products and services.	*
65	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	There are some very remote locations in Alaska and western states where freight charges do apply for Ford Remanufactured powertrain.	*
66	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	There are some very remote locations in Alaska and western states where freight charges do apply. Dealers/distributors should be contacted for questions related to shipping, delivery and exchange policies."	*
67	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Ford Powertrain Distributor Network provides National distribution of Ford Authorized Remanufactured Assemblies throughout the U.S. In most cases, in stock assemblies can be delivered same day or next day depending if stock is on hand.	*
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	Our self-audit process is as following: 1) FSO representatives use eReact reporting for invoices with "Sourcewell/NJPA" in the customer Name" invoice field. 2) Unless otherwise determined, FSO representative will assume all parts sales to those member agencies specifically identified by "Sourcewell/NJPA" in the ·customer Name field as contract sales. Reasonable discretion will be given to FSO representative to determine percentages of contract sales in high volume cases where it is suspect that dealer/distributor made potential data entry or other reporting errors. 3) FCSD will regularly communicate with field sales representatives and managers to monitor eReact reports to ensure sales are reported appropriately and accurately.	*

69	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Ford Dealers and Field personnel will track all Parts and Service sales reports for Sourcewell contract purchases through their individual Dealer management systems. • There will be business reviews with dealerships and Fleets to make sure they are maximizing the Sourcewell contract. • Monitoring of Monthly sales for Sourcewell contract through Ford's UDB EReact internal reporting system • Consultative follow up activities to increase visibility of the Sourcewell contract.	*
70	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	Ford Motor Company proposes to pay 1.5% on all eligible Sourcewell contract sales through all participating franchised Ford Dealerships and FADS in the U.S. each quarter. (This includes 291,341 Ford SKUs to include engine, transmission and collision parts. Sourcewell Contact# 101520-FMC purchases by Govt Agencies in 2024 was $4.4 Mil or a 64% increase in 2024 vs 2023.)	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
71	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Pricing provided via the price file attachment reflects MSRP and Ford National Fleet Parts Pricing (NFPP). The NFPP price is a not to exceed ceiling price on eligible parts offered at participating NFPP Ford dealerships across the U.S. National Fleet Parts Pricing is the BEST price offered to all Government and Commercial Fleets. National Fleet Parts Pricing provides consistent pricing for all eligible parts to include ALL Collision Parts. National Fleet Parts Pricing for All Collision parts is a NEW add in 2024 and allows government and commercial fleets to purchase collision parts at a discount. This allows Police Fleets that have Ford vehicles to purchase collision parts at a discount.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *	

72	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	Ford Motor Company makes the following solutions available through our RFP response: 1) Genuine Ford Original Equipment Parts and Authorized Motorcraft Original Equipment parts - The ONLY parts approved by Ford Motor Company for all Ford & Lincoln vehicles. These are the same Original Equipment parts on all Ford Vehicles when they roll off the assembly line. (See attached documents for a list of all SKUs) Note: The 291,341 SKUs sold by our Ford Dealers will be available to Sourcewell Members. All Sourcewell members will need to coordinate with their local dealer (or local dealers) to purchase these parts. All Parts Sales & Repair services are only sold through our dealer channel. 2) Motorcraft Oil, Automatic Transmission Fluid & Lubricants 3) Ford & Lincoln dealer repair services at Ford & Lincoln dealerships. 4) Quick Lane tire & auto care services 5) Ford Pro Maintenance Fleet Program - Transparent and Consistent Fleet Menu Pricing. 6) Ford National Fleet Parts Pricing program - “Not to Exceed” parts pricing on Ford and Motorcraft® mechanical parts and Ford collision parts 7) Ford Fleet Care - Consolidated Billing Program for Government and Commercial fleets that do business with multiple dealerships nationally. The Government & Commercial fleets receive 1 Monthly Parts Statement from Ford Motor Company. (Fleets need to be preapproved to participate) 8) Third-party collaboration for vendor managed inventory 9) Parts inventory management training 10) Ford Rotunda diagnostic tools & equipment 11) Ford Pro hardware & software charging solutions 12) Ford Pro intelligence & fleet management software solutions 13) Ford Fleet Network parts purchase incentive program - Participating fleets can earn up to 8% back on all of your Ford, Motorcraft® and Omnicraft™ parts purchases.
73	Identify the vehicle makes for which your offered parts are considered OEM.	Ford OEM Parts & Motorcraft Parts are the only parts Designed and Engineered by Ford Motor Company for all Ford & Lincoln vehicles. (Includes parts for all Ford F-Series Trucks, all Ford Transit Vans, All Police Interceptor vehicles and Ford passenger vehicles purchased by government agencies.)
74	Identify the vehicle engine types for which your products are manufactured (e.g. gasoline, diesel, CNG, propane, hybrid, electric, etc.).	Ford Motor Company manufactures vehicles that have gas engines, EcoBoost Engines, Diesel Engines, hybrid engines, CNG/Propane engines and electric motors for electric vehicles. Ford Engines and transmissions have assigned part numbers and are available for purchase by Sourcewell Members. (Ford Parts Universe - 291,341 SKUs)
75	Describe any electronic service programming subscriptions and service information available directly from the OEM along with any associated costs.	1) Fordparts.com- provides free access to Ford parts catalogs and Ford parts ordering for all government fleets. 2) Technical Resource Center - Access to technical publications Ford Technical Training and Publication subscriptions are available on an annual subscription basis or can be provided through a Ford Certified Wholesaling Dealership. Based on purchase volumes, this tool is available to government fleets / Sourcewell members.

76	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	1) Ford Motor Company offers access to the Ford Pro Maintenance Pricing Program for all Sourcewell member government agencies. This fleet maintenance program is transparent and consistent national menu pricing for 12 maintenance services nationally. This program is only available at participating Ford Pro Maintenance dealerships. (1,200+ participating dealers nationally) 2) Maintenance Tools and Equipment through the Ford Rotunda program which are the same tools used by all Ford Dealership Technicians. (Example: Scan tools to diagnose vehicles, vehicle lifts to repair vehicles, Technician Tool Kits, Collision Repair Equipment, Wheel Balancers, Electrical Vehicle Tools, etc.) 3) Omnicraft Competitive Aftermarket Parts are parts for all competitive make vehicles. (Example: General Motor vehicles, Toyota Vehicles, Chrysler Vehicles, Dodge Vehicles, Jeep Vehicles, Ram Vehicles) 4) Ford Motorcraft Bulk Oil & Automatic Transmission Fluid, the same Ford lubricant product used for all oil changes at all Ford Dealerships. 5) Ford Quick Lane Tire & Auto Service Centers - Your go to place for routine auto maintenance, oil changes, and new tires for all vehicle makes and models. (800 locations nationally) 6) Ford Fleet Care, which is Ford's centralized billing program for fleets with multiple locations regionally or nationally. The fleet receives one monthly parts statement from Ford Motor Company for all parts and service purchased at all 3,000 Ford dealerships nationally. (The fleet needs to be pre-approved by our Ford Fleet Care Team) 7) Ford & Lincoln Authorized Ford Pro Charging Solutions - Includes electric vehicle home charging solutions and depot charging solutions so fleets can charge multiple vehicles. 8) Ford Pro Telematics and Fleet Managment Software solutions- Includes real-time fleet GPS tracking, EV & gas vehicle health, fuel efficiency, driver behaviors and more. .	*

Table 88: Depth and 8readth of Offered Solutions

Indicate below if the listed types or classes of Solutions are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
77	Automobile OEM Parts	(•) Yes ( ) No	The only Ford OEM parts authorized by Ford Motor Company for Ford & Lincoln vehicles. These parts are only sold at Ford Dealerships (2,900+ locations nationally) and Ford Authorized Distributors (459 locations nationally)	*
78	SUV OEM Parts	(•) Yes ( ) No	The only Ford OEM Parts authorized by Ford Motor Company for Ford & Lincoln SUVs to include Police Interceptors purchased by government agencies. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
79	Van OEM Parts	(•) Yes ( ) No	The only Ford OEM Parts authorized by Ford Motor Company for Ford Transit Vans. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
80	Light Truck OEM Parts	(•) Yes ( ) No	The only Ford OEM Parts authorized by Ford Motor Company for Ford light trucks. (Example: Ford Maverick, Ford Ranger) These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
81	Class 3-8 Chassis and equipment OEM Parts	(•) Yes ( ) No	The only Ford OEM Parts authorized by Ford Motor Company for Ford F-350, 450, 550, 650, 750 trucks. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	*
82	Bus OEM Parts	(•) Yes ( ) No	The only Ford OEM Parts authorized by Ford Motor Company for a Ford Bus Chassis. These parts are only sold at Ford Dealerships (2,900+) and Ford Authorized Distributors (459 locations).	
83	Motorcycles OEM Parts	( ) Yes (•) No	NA	

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.”

- Pricing - Final Price File - NFPP - Sourcewell 8.1.2024.xlsx - Thursday August 01, 2024 14:30:23
- Financial Strength and Stability - 2023-Ford-Annual-Report.pdf - Wednesday July 31, 2024 03:08:34
- Marketing Plan/Samples - Example of Sourcewell Marketing and Ford Dealer Training Material.pdf - Thursday August 01, 2024 12:59:54
- WMBE/MBE/SBE or Related Certificates - MWBE Ford Owned Dealers.pdf - Thursday August 01, 2024 12:39:53
- Standard Transaction Document Samples - Standard Transaction Document - Ford Motor Co..pdf - Thursday August 01, 2024 15:29:22
- Requested Exceptions (optional)
- Upload Additional Document - Additional Ford Information for Sourcewell- Awards, Sustainability, Programs.pdf - Thursday August 01, 2024 15:14:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

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 award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

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 is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, 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. - Keith Abarca, National Government Bid Manager (Parts & Service), Ford Motor Company

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_RFP_080124_OEM_Vehicle_Parts Wed July 24 2024 04:31 PM	☑	1
Addendum_3_RFP_080124_OEM_Vehicle_Parts Thu July 11 2024 08:56 AM	☑	1
Addendum_2_RFP_080124_OEM_Vehicle_Parts Fri June 21 2024 11:24 AM	☑	1
Addendum_1_RFP_080124_OEM_Vehicle_Parts Thu June 13 2024 03:05 PM	☑	1

ATTACHMENT NO. 3

Sourcewell

Ford

Automotive parts, service, and supplies

#080124-FMC

Maturity Date: 11/14/2028

Website: FordParts.com

Products & Services

Products & Services

Sourcewell contract 080124-FMC gives access to the following types of goods and services:

- Genuine Ford and OE authorized motorcraft parts, oils, and lubricants
- Ford and Lincoln dealer repair services
- Quick Lane tire and auto care services
- Ford National Fleet Parts pricing program
- Ford Fleet Care consolidated billing
- Third-party collaboration for vendor managed inventory
- Parts inventory management training
- Ford Rotunda diagnostic tools and equipment
- Ford Pro hardware and software charging solutions
- Ford Pro intelligence and fleet management solutions
- Ford Pro Parts Loyalty Rewards incentive program

To use this contract, you must first register on the vendor-provided, nongovernment website at: parts.ford.com

Download step-by-step instructions (PDF) to get started

ATTACHMENT NO. 4

FORD FLEET CARE



FORD **FLEET CARE**

FORD PARTS

Ford Parts provides original equipment design and fit for your Ford and Lincoln vehicles to help restore new-vehicle-like performance and reliability. Plus, all Ford parts are backed by Ford Motor Company and built with the engineering expertise from a manufacturer with more than 100 years of experience.

Motorcraft

The name says quality, dependability, and performance. Motorcraft® parts are designed specifically for Ford and Lincoln vehicles and have undergone extensive laboratory and on-road testing. Our comprehensive product line is built to maximize the performance of Ford and Lincoln vehicles.

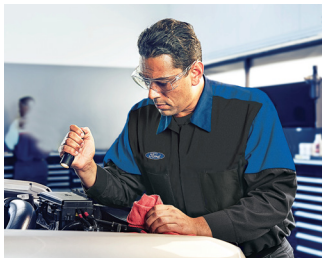
Omnicraft

A trusted relationship just got better. Omnicraft™ is the newest member of the Ford family of parts, offering affordable, reliable parts designed for non-Ford repairs. With more than a century of parts heritage to build upon, Omnicraft is a quality choice for your business. Now available along with Ford and Motorcraft® parts for one-stop shopping at your Ford Dealer.

















FORD **FLEET CARE**

THE FORD FLEET CARE ADVANTAGE

- Cardless/cashless convenience
- Reduced administration
- Controlled spending limits
- No enrollment fees
- Access to online business reports
- All-make billing solution



CONSOLIDATED BILLING
FOR YOUR SELF-MANAGED FLEET

Ford Fleet Care is a parts and service consolidated billing program, offered without administrative fees, to commercial fleets who choose to self-manage their fleet of vehicles. The program allows you to make a single monthly payment on behalf of your entire fleet for vehicle service and part purchases - helping you reduce administrative time and cost.

The program is available through Ford and Lincoln dealerships and Quick Lane Tire and Auto Centers throughout the United States and Canada.

Cardless/Cashless Convenience

- No need for drivers to carry a credit card or cash
- Ford and Lincoln dealers able to verify vehicle enrollment in program

Reduced Administration and Cost

- Consolidated monthly invoice replaces multiple repair orders or part purchase invoices
- Ability to make a single payment on behalf of your entire fleet
- No enrollment or administrative fees
- Access to online business reports

Controlled Spending Limits

- Establish prior approval spending limit
- Ford and Lincoln dealers able to view your preset spending limit and contact you for purchase order approval

All-Make Billing Solution

- Ford and Lincoln vehicles
- Non-Ford vehicles and trailers

Additional Vehicle Service Programs*

National glass program

OEM windshield replacement and repair provided through mobile service with OEM specifications

Enhanced roadside assistance

Offers services beyond New Vehicle Limited Warranty and Ford Protect extended service plan roadside coverages

* Available in the U.S. only. Prior approval is not available.

Learn more. Apply today.

Visit the Ford Fleet Care website at **fleetcare.ford.com** or scan this code with your smartphone.

Message and data rates apply.

CONSOLIDATED BILLING OPTIONS

VEHICLE MAINTENANCE AND SERVICE

Consolidated service billing documents provide a summary of your vehicle maintenance and service events in an easy-to-read format.

Consolidated Invoice

Compiles total amount due for the billing period:

- Replaces multiple dealership invoices
- Helps save processing time

Repair Notification Summary

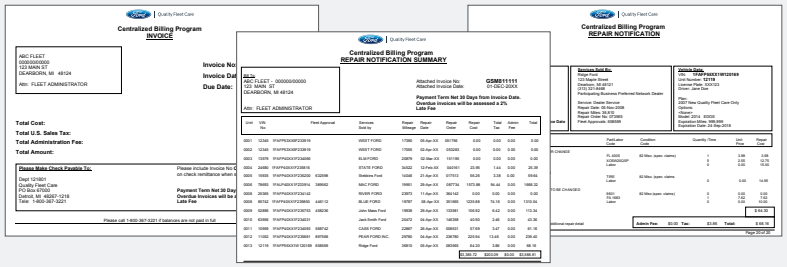
Summarizes vehicle service events charged during the billing period:

- Vehicle Identification Number (VIN)
- Fleet unit number (when provided)
- Fleet prior approval code
- Servicing location
- Repair mileage
- Dealership repair order number

Repair Notification

Provides details of individual dealership repair orders in an easy-to-read format that includes:

- Billing location
- Service provider
- Vehicle data, including VIN and your assigned unit number
- Description of performed repairs, including parts and labor
- Condition code – describes the condition of the replaced part



FORD, MOTORCRAFT® AND OMNICRAFT™ PARTS PURCHASES

The Parts Purchase Billing Program extends the same consolidated billing convenience from the dealership's Service Department to the dealership's Parts Department. And can be utilized as stand-alone billing or combined with service billing.

Features include:

- A dedicated parts account code and card issued for your convenience
- Authorization by your designated company representative
- The ability to order parts on **fordparts.com** and bill to your Ford Fleet Care account

Consolidated Invoice

Compiles total amount due for the billing period:

- Replaces multiple dealership invoices
- Helps save processing time

Purchase Notification Summary

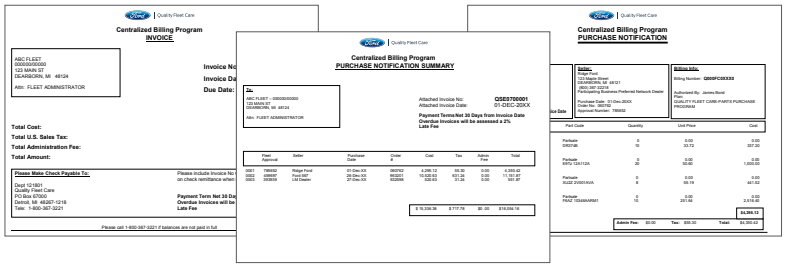
Summarizes parts purchases charged during the billing period and includes:

- Your Ford Fleet Care account code
- Prior approval code
- Purchase location

Purchase Notification

Provides details of individual dealership parts purchase orders in an easy-to-read format that includes:

- Billing location
- Service provider
- Unit price
- Service provider comments
- Part code and quantity purchased



ONLINE ACCOUNT MANAGEMENT

FLEETCARE.FORD.COM

- Apply for Ford Fleet Care Program
- Access MyFleetCare management tool
- Download billing documents
- Access online billing reports
- Manage actively enrolled vehicles

MyFleetCare Management Tool*

View and manage account information in one convenient location.

- View current account balance
- Edit account information
- Manage actively enrolled vehicles
- Review invoices and pending purchases
- Enroll for additional Ford Fleet Care programs

Online Reports*

Online business reports are available to fleets with an active Ford FIN code at no additional cost.

- Fleet Business Report
- Maintenance Report
- Vehicle Repair Analysis Report
- Parts Purchase Report



To register for Ford Fleet Care Online Reporting, visit **fleetcare.ford.com** or contact Ford Fleet Care at **1-800-367-3221.**

* Requires Fleet Identification Number (FIN). For information on obtaining a FIN, visit **fleet.ford.com**

COMMERCIAL VEHICLE CENTER

SERVICE DESIGNED FOR **YOUR FLEET**

THE RIGHT PEOPLE... THE RIGHT TOOLS...

- Factory-trained technicians
- Extended hours
- Priority service and support for commercial customers
- Honor Ford Protect Plans
- Participate in Ford Fleet Care consolidated billing programs

Locate a Ford or Ford-Lincoln dealership near you

To locate any Ford or Lincoln dealership, visit **fleet.ford.com** and select Locate a Dealer.

Commercial Vehicle Center

To locate a commercially-minded dealer near you, visit **fordcommercialvehiclecenter.com.**

- More than 650 locations nationwide
- Certified commercial vehicle experts in sales, finance, parts and service
- Priority service and support for commercial customers
- Parts in stock/expedited shipping
- Upfitter expertise and assistance
- Commercial finance and lease alternatives
- Extended service hours
- Rental and loaner services available





Quick Lane Tire & Auto Center

To locate the nearest Quick Lane Tire & Auto Center visit **quicklane.com.**

Quick Lane Tire & Auto Centers perform scheduled maintenance and light repair work on all makes and models using Motorcraft® and other quality parts at competitive prices.

- Oil change and essential maintenance
- Brake inspections and repairs
- Alignments
- Shocks and struts
- Air conditioning services
- Belts and hoses
- Wiper blades
- Alternators
- Suspension and steering
- Name-brand tires
- Safety inspections
- Battery test and replacement
- Minor engine tune-ups
- Vehicle Check-Up (VCU) report
- Lamps and bulbs
- Cooling system maintenance
- Transmission service

FordParts.com



ORDER YOUR PARTS ONLINE

- Create an account
- Order Ford, Motorcraft,® Omnicraft™ parts and Ford accessories
- Search for part by part number, vehicle model or VIN
- Find a local dealer
- Reach out to our experts with live chat supports

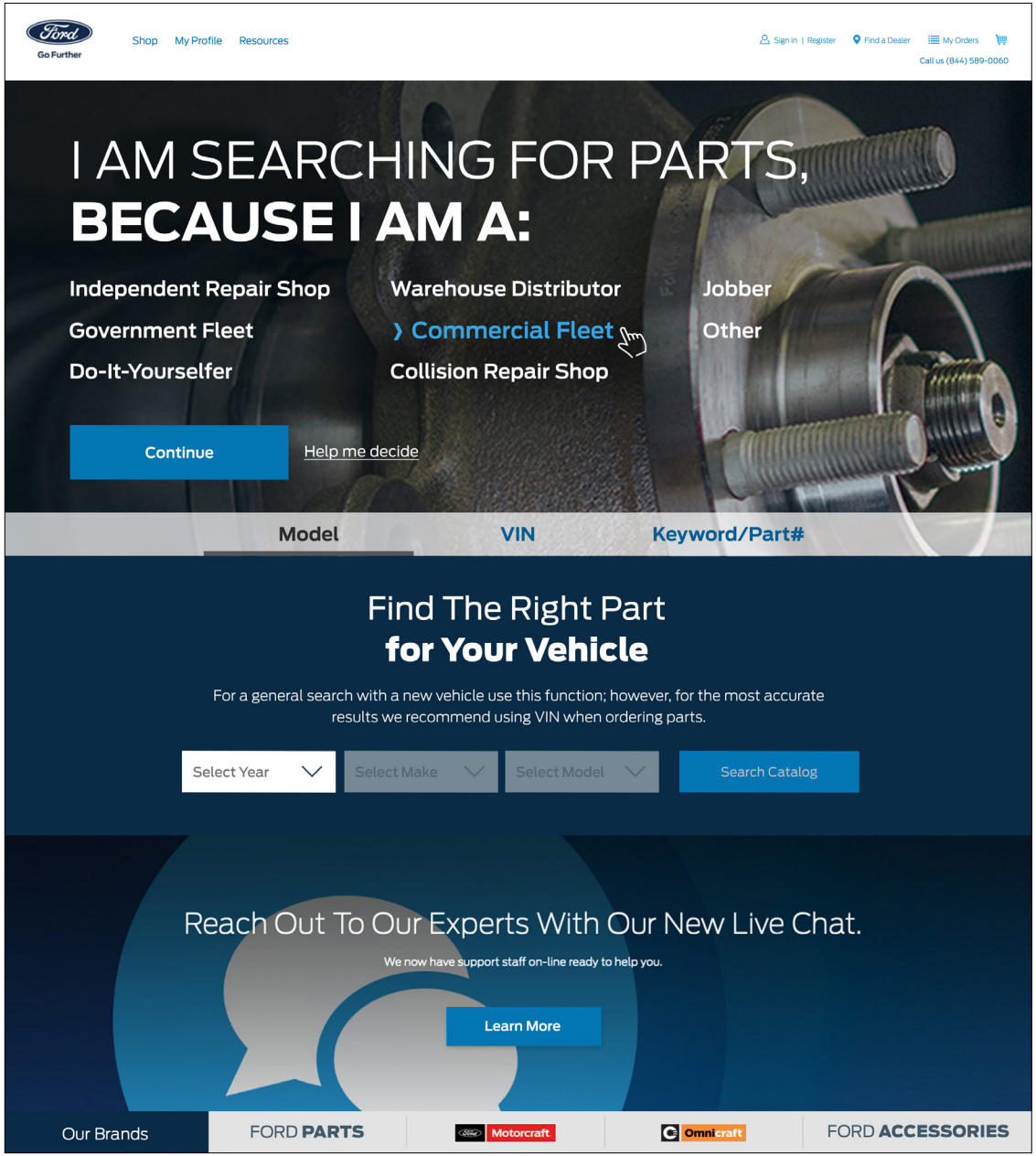
See your Ford or Lincoln dealership or Ford Authorized Distributor for 2-year/unlimited miles Service Part Warranty information with no commercial exceptions.

FORD PARTS WARRANTY
UNLIMITED MILEAGE INCLUDES LABOR
2 YEARS

Limited labor costs. See seller for limited warranty details.

MOTORCRAFT® WARRANTY
UNLIMITED MILEAGE INCLUDES LABOR
2 YEARS

Limited labor costs. See seller for limited warranty details. Motorcraft® is a registered trademark of Ford Motor Company.





fleetcare.ford.com
Ford Fleet Care Program Headquarters
1-800-367-3221

FORD **FLEET CARE**

For more information:

Phone

Ford Fleet Care Roadside Assistance (United States): **1-800-367-3221 #1**

Ford Fleet Care National Glass Program (United States): **1-800-367-3221 #2**

Ford Business Assistance Center: **1-800-34-Fleet (1-800-343-5338)**

Ford Protect Extended Service Plans: **1-800-521-4144**

Ford Powertrain Hotline: **1-800-392-7946**

Owner Guides/Shop Manuals Order Department: **1-800-782-4356**

Online

Ford Fleet: **fleet.ford.com**

Ford Parts: **fordparts.com**

Ford Protect Extended Service Plans: **fordprotect.ford.com**

Ford Commercial Vehicle Center Dealer Directory: **fordcommercialvehiclecenter.com**

Quick Lane® Tire & Auto Center: **quicklane.com**

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524074_1b 9/19

To order additional copies, please call 1-800-367-3221 or order online at **fleetcare.ford.com**

Ford #080124-FMC

Pricing for contract #080124-FMC offers Sourcewell participating agencies the following discounts:

- National Fleet Parts Pricing Program provides a "not to exceed" ceiling price that represents a significant discount from MSRP for all enrolled fleets.
- Sourcewell members registered in the Ford Pro Parts Loyalty Rewards (PLR) Incentive Program can potentially earn up to 6% back during a program period. PLR enrolled fleets are also eligible for the Ford Powertrain Private Offer discount off invoice for eligible Ford remanufactured powertrain purchases.

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE SPECIALIZED FLEET VEHICLE - BOOM TRUCK**

RECOMMENDATION:

It is recommended that the City Council:

1. Authorize the purchase of one (1) VersaLift SST-40-EIH-02 boom truck from WC Performance Ford, the lowest responsible bidder, in an amount not to exceed $185,813.
2. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase of the boom truck.
3. In the event the boom truck is no longer available from WC Performance Ford at the time of purchase, authorize the Acting City Manager to purchase a comparable vehicle meeting the City's specifications, provided the purchase price shall not exceed $200,000.
4. Adopt the following resolution:

RESOLUTION NO. 2025-64 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BOOM TRUCK)

BACKGROUND:

The Public Works Department’s Fleet Services Division currently utilizes a fleet of specialized vehicles for traffic signal maintenance, streetlight repairs, and overhead infrastructure work. The existing boom truck assigned to these tasks is beyond its useful life, experiencing frequent mechanical issues and downtime, which affects the Department’s operational efficiency and service delivery.

Replacing the outdated boom truck is critical to maintaining safe and efficient operations within the Public Works Department. Staff is seeking to purchase one (1) new VersaLift SST-40-EIH-02 boom truck to replace the aging unit. The new VersaLift SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height, provides the height, reach, and safety features required for operations involving elevated work. This equipment is essential for maintaining traffic control devices, street signage, and lighting fixtures across the City. The VersaLift model offers enhanced reliability, improved safety standards, and operational efficiency.

DISCUSSION:

On June 4, 2025, staff issued a Request for Bids (RFB No. 2025-13) for one (1) New VersaLift SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height, in accordance with the minimum specifications indicated in the RFB. The RFB was advertised on West Covina’s e-procurement portal, PlanetBids, to ensure competitive pricing and adherence to the City's procurement policies for the new boom truck that meets the operational specifications and safety standards required by the Department.

The bidding period closed on June 19, 2025. Two (2) bids were received.

The bid results are shown in the table below.

Bidder	Bid Amount	Bid Details
Transwest Truck Center, LCC	$190,515.64	One (1) New VersaLift SST-40-EIH-02
WC Performance Ford	$185,812.40	One (1) New VersaLift SST-40-EIH-02

All bids were evaluated using the criteria described in the RFB as follows:

Bidder:		Transwest Truck Center, LLC	WC Performance Ford
Criteria	**Max Points**		
Proposed product compliance with specifications	35	35	35
Timeframe for delivery	25	15	25
Proposed Cost	40	35	39
Total Score	**100**	**85**	**99**

After a thorough evaluation for responsiveness and compliance with specifications, WC Performance Ford was identified as the lowest responsible bidder with a proposed cost of $185,813.

Staff recommends the City Council authorize the purchase using Measure M funds and approve the associated budget amendment.

LEGAL REVIEW:

The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:

The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

The total estimated cost for the VersaLift SST-40-EIH-02 V boom truck, including tax, delivery, and installation, is approximately $185,813. Funding for this acquisition will be provided through authorized Metro Measure M Funds of $200,000 for this purchase. A budget amendment is required to appropriate the necessary amount into the Public Works Fleet Replacement Account.

The proposed resolution includes a budget amendment (see Attachment No. 3) that will appropriate the funds and authorize the use of Measure M funds (Fund 235).

Fund Name	Account Number	Budget	Budget Increase	Revised Budget
235 Measure M	235.503.80.8800.00.71.71700	$0	$200,000	$200,000

There is no impact on the City's General Fund as this purchase will be fully funded by restricted funds through Metro Measure M Funds.

Attachments

ATTACHMENT NO. 1 - RFB 2025-13 NEW VERSALIFT SST-40-EIH-02, INSULATED 40 FT ARTICULATING, TELESCOPIC AERIAL PLATFORM LIFT
ATTACHMENT NO. 2 - BIDS

ATTACHMENT NO. 3 - RESOLUTION NO. 2025-64

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Enhance City Image and Effectiveness

ONE (1) NEW VERSALIFT SST-40-EIH-02, INSULATED 40 FT. ARTICULATING, TELESCOPIC AERIAL PLATFORM LIFT, 45 FT. WORKING HEIGHT	**Approved by:** Roxanne Lerma	**RFB No.** 2025-13
		Effective Date June 4, 2025

1. GENERAL

The City of West Covina (City) is seeking bids from qualified Vendors to submit a bid for one (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height in accordance with the minimum specifications indicated herein.

2. RFB SCHEDULE

- RFB release: **June 4, 2025**
- Questions due: **June 9, 2025**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **June 10, 2025**
  (Responses will be posted on City's Planet Bids portal)
- Bids due: **June 19, 2025, by 2 p.m.**
- Selection of bid (tentative date): **July 15, 2025**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. BID SUBMISSION

Bids will be received electronically (online only) via City of West Covina's PlanetBids portal at:
https://www.westcovina.org/departments/finance/finance/bids-RFBs.

Bids must be submitted with the following attachments:

Attachment A:	Statement of Non-Collusion by Vendor
Attachment B:	Subcontractor Campaign Contribution Acknowledgement Form
Attachment C:	Sam.gov Verification – Debarment & Suspension Verification
Attachment D:	Bid Pricing
Attachment E	Specifications Compliance Forms
Attachment F:	W-9

Bids must be submitted no later than **2 p.m.** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a bid shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFB and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFB is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFB may be disqualified with no further consideration given to the bid submitted.

All questions regarding the specifications in this RFB are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

6. SPECIFICATIONS

The specifications are described in Attachment E of this RFB.

7. BID FORMAT

A bid response to this RFB shall consist of the following:

a. Bid Pricing – Vehicle bid price must include complete all required equipment, in-service items, and installation as stated in the specifications. Attach vehicle bid as Attachment D.

The City will only accept bid pricing that is submitted online within the PlanetBids system by the bid due date and time. Bid pricing submitted by any other method will not be accepted. No exceptions.

b. Supporting Documents – Set of descriptive information to include specifications, catalogs, drawings, and manufacturer warranty, if applicable, for equipment proposed as outlined in Specification.

c. Required Forms:
   - Statement of Non-Collusion by Vendor (Attachment A)
   - Subcontractor Campaign Contribution Acknowledgement Form, If Applicable (Attachment B)
   - Sam.gov Verification–Debarment & Suspension Verification (Attachment C)
   - Bid Pricing (Attachment D)
   - Specifications Compliance Forms (Attachment E)
   - W-9 (Attachment F)

   Supporting documents must be uploaded as attachments within the bidding system. Bid may be deemed non-responsive for failure to submit supporting documents with the bid or as requested by the City.

8. DELIVERY SCHEDULE

The City will take delivery as soon as the vehicle no later than 45 days from receipt of order.

Delivery shall be made Monday through Thursday only, between 7:00 am and 4:00 pm.

9. WARRANTY

The manufacturer's standard warranty shall apply to all equipment procured against this specification.

10. TERMS AND CONDITIONS OF RFB

10.1 SIGNED SUBMISSION OF BIDS

Each bid must be signed in longhand by the person or persons legally authorized to bind the proposer to the bid and contracts. The name and title of each person signing shall be typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF BIDS

Any submission of bids received after the due date and time specified in this RFB will not be considered.

10.3 ACCURACY OF BIDS; WITHDRAWAL OF BIDS

Proposers shall take all responsibility for any errors or omissions in their bids.

To withdraw a bid, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting bids.

Withdrawals will not be permitted after the deadline for submitting bids.

10.4 ADDENDUM TO THE RFB

Any modifications or changes to this RFB will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFB process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the bids. This includes all protests relating to advertising of the RFB, deadlines, bid opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFB does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all bids, the right to cancel or postpone the RFB or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award to any of the proposers. The City reserves the right to waive any immaterial irregularities in a bid or a submission of a bid.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF BIDS

All bids submitted in response to this RFB shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the bid which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its bid that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all bids submitted may be kept confidential until a contract is awarded.

10.8 BID VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the bid to the City.

10.9 PRESS RELEASES

The selected vendor shall not issue any news or press releases relating to an award of contract resulting from this RFB or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Bids will be ranked utilizing the following criteria:

Criteria	**Max Points**
Proposed product compliance with specifications	35
Cost	40
Timeframe for delivery	25
Total	100

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the bid, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with bid.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFB if they have any financial or business relationship with any proposer. This RFB process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFB. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFB.

10.13 PERMITS AND LICENSES

The selected vendor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential vendors relating to the preparation or submission of bids. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a bid in response to this RFB.
- Submitting a bid to the City.
- Negotiating with the City in any manner related to the bid submitted.
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

Submission of a bid shall be deemed acceptance of all the terms set forth in this RFB unless the proposer includes with its bid, in writing, any conditions or exceptions requested by the proposer.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their bid whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF SPECIFICATIONS

Proposers are expected to carefully examine the specifications set forth in this RFB and all attachments hereto. By submitting a bid, the proposer declares he/she/it has carefully reviewed all specifications and requirements set forth in this RFB, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFB.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY VENDOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Bid if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

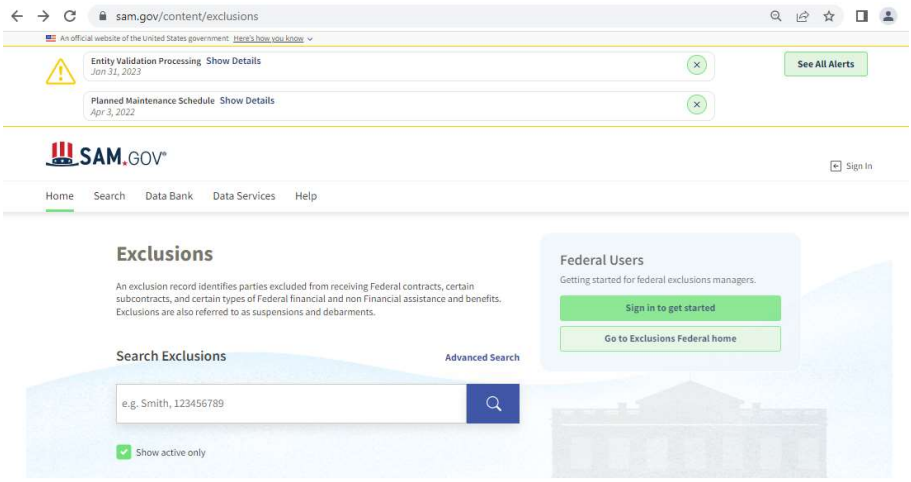
Date: _____

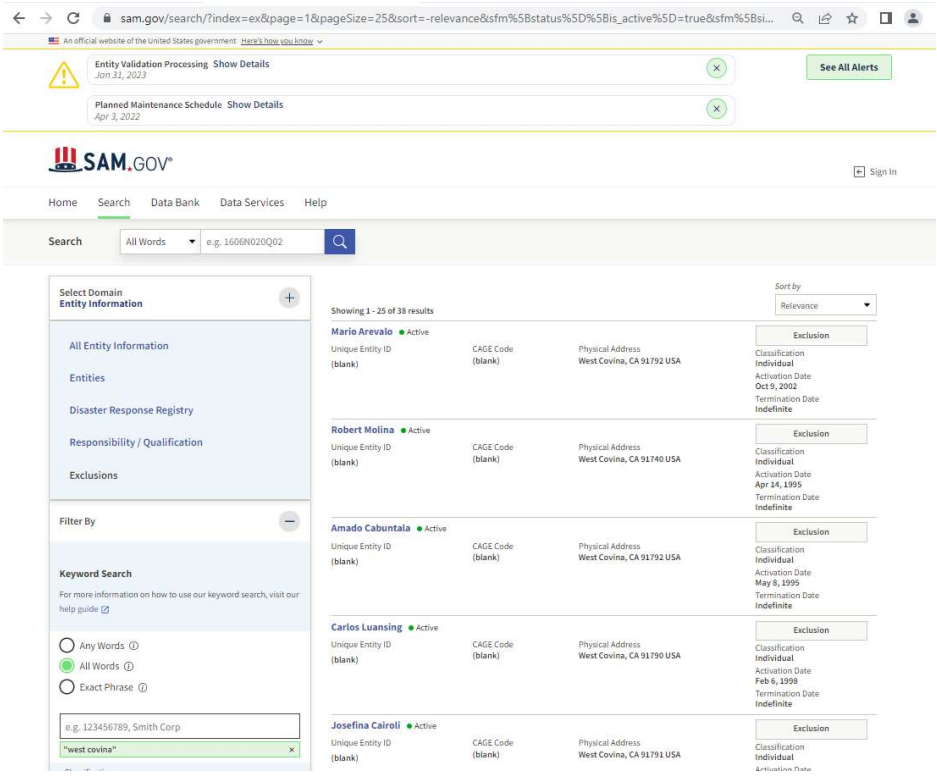
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample below:





SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

BID PRICING

ATTACHMENT E

SPECIFICATIONS

ATTACHMENT E

Prior to receiving the One (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height, the vehicle will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☐	☐	Vehicle supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☐	☐	Bidder shall quote purchase price to include manufacturer's warranty for one (1) New VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The warranty shall commence upon acceptance of the completed vehicle by the City.
☐	☐	Vehicle must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
☐	☐	Bid shall include estimated delivery date of the one (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The estimated delivery date shall be no later than 45 days from receipt of order.
☐	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

DETAILED SPECIFICATIONS -

NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height including the following items:

- Standard platform capacity of 350 lbs. (158.7 kg).

- VERSALIFT TruGuard™ dielectric isolating system with right hand single stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.

- 180° hydraulic platform rotator.

- Full pressure turret mounted lower controls including override.

- Engine start/stop system with controls at platform and lower controls.

- Continuous unrestricted rotation including three pass collector ring.

- Five GPM (19.0 LPM) open center hydraulic system.

- Chassis insulating system (lower boom insert) including fiberglass compensation link providing 12 inches (0.30 m) insulation gap.

- Fiberglass inner boom and patented ELECTROGARD providing 42 in. (1.07 m) insulation gap ful_ly retracted meeting ANSI A92.2 requirements for Category C, 46 KV and below.

- Hydraulic tool power at bucket. Quick disconnect couplers not included.

- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.

- Integral hydraulic oil reservoir with dual sight gauges and 15 gal. (56.8 l) capacity.

- End mounted closed 24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) fiberglass platform with one step, liner and cover.

- Master/slave hydraulic leveling with upper control to tilt for clean-out and rescue. Leveling control at lower controls.

- Nonlube bearings used at all pivot points.

- Multilink hose carrier system through booms.
- Boom cradle and ratchet type tie down strap.
- Auto throttle control.
- 12 Volt DC backup pump providing power to all boom functions.
- Mounting hardware for chassis/cab installation.
- Full body harness and lanyard.
- Painted standard white urethane.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

Cab and chassis to the following specifications:

- NEW Ford F-550 4x4 cab and chassis with a CA of 84"
- GVWR: 19,500 lbs payload plus upgrade package.
- **XL Value Package includes 4.2" center-stack screen and SYNC communications system**
- **Power equipment package includes power windows, door locks and remote keyless entry.**
- Steering wheel mounted cruise control.
- 6.7L 4V OHV Power Stroke V8 turbo diesel engine
- TorqShift 10-speed automatic transmission
- Snow plow prep package including dual alternators (Total 332-Amps)
- 4.88 limited slip axle.
- Air conditioning.
- Engine block heater
- 225/70Rx19.5G BSW traction tires.

- Utility lighting system
- Radio: AM/FM stereo includes 4 speakers.
- HD vinyl 40/20/40 slit bench seat
- Trailer brake controller
- Operator Commanded Regeneration (OCR)
- Rear view camera and prep kit
- Painted Oxford White.
- Vehicle to be delivered with four (4) keys.

Brand FX Bodies 132" long x 42" high x 94" wide service body including the following:

- 30 inch aluminum tread plate platform extension
- BFX LED lighting package installed in tail shelf.
- Cable access step at rear and side access.
- Two (2) stainless steel grab handles at side access and two (2) aluminum grab rails at rear tail shelf.
- Wheel chock storage and outrigger pad holders.
- Push/pull rod lock system.

42" High Street side compartments as follows

- 1st Vertical: Two (2) adjustable shelves with dividers
- 2nd Vertical: Two (2) adjustable shelves with dividers
- Horizontal: One (1) removable shelf with dividers
- Rear Vertical: Two (2) adjustable shelves with dividers
- Hot stick shelf with rear access door

42" High Curbside compartments as follows

- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger
- 2nd Vertical: Grip strut access steps to bed area with removable plastic tail board.
- Horizontal: One (1) adjustable shelf with dividers
- Rear Vertical: Five (5) fixed material hooks 1-3-1

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER:_____

_____ _____

Signature Date

_____ _____

Name Printed Title

ATTACHMENT F

W-9

ATTACHMENT NO. 2

BIDS

WC Performance Ford

Bid 1

PERFORMANCE FORD
QUOTE
2000 E GARVEY AVE WEST COVINA 91791

DATE 05/13/2025

CITY OF WEST COVINA
1444 W GARVEY AVE S
WEST COVINA CA,91791

YEAR		2024
MAKE		FORD
MODEL	REG CAB	F550 4X4

INCLUDING BODY AND LIFT

SALES PRICE	$ 169305.00
SALES TAX	$ 16507.40
TIRE FEE AND DOC	$ 85.00
TOTAL QUOTE ea.	$ 185812.40

If you should have any questions regarding this Invoice please contact Manny Hernandez-Fleet Manager

Manny Hernandez 5/13/25

by (Sign and Print Name) Date

ATTACHMENT E

Prior to receiving the One (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height, the vehicle will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☑	☐	Vehicle supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☑	☐	Bidder shall quote purchase price to include manufacturer's warranty for one (1) New VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The warranty shall commence upon acceptance of the completed vehicle by the City.
☑	☐	Vehicle must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
☑	☐	Bid shall include estimated delivery date of the one (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The estimated delivery date shall be no later than 45 days from receipt of order.
☑	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

NONE

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: PERFORMANCE FORD

Signature

6/19/05
Date

MARY HERNANDEZ
Name Printed

FLEET DIRECTOR
Title

Transwest Truck Center

Bid 2

Item Description	UOM	QTY	Unit Price	Line Total
VERSALIFT SST-40-EIH-02	EA	1	$173,244.77	$173,244.77
Sales Tax	EA	1	$16,891.37	$16,891.37
Documentation Fee	EA	1	$85.00	$85.00
Tire Fee (If Applicable)	EA	1	$10.50	$10.50
Delivery Charge (If Applicable)	EA	1	$250.00	$250.00
License & Registration Fee	EA	1	$34.00	$34.00
Misc. charges, incentives etc..	EA	1	$0.00	$0.00
		Grand Total		$190,515.64

By Transwest Truck Center

COMMENTS

Sales tax calculated at 9.75%

Payment terms are Net 30

ATTACHMENT E

SPECIFICATIONS

Pgs	Contents
1-7	City of West Covina 2025-13 Versalift 40' build specs
8-28	2026 Ford F-550 chassis specifications
29-33	Versalift build details by Precision Aerial in Rialto, CA

ATTACHMENT E

Prior to receiving the One (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height, the vehicle will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☑	☐	Vehicle supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☑	☐	Bidder shall quote purchase price to include manufacturer's warranty for one (1) New VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The warranty shall commence upon acceptance of the completed vehicle by the City.
☑	☐	Vehicle must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
☐	☑	Bid shall include estimated delivery date of the one (1) NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height. The estimated delivery date shall be no later than 45 days from receipt of order. *Please see ETA Explanation below*
☑	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

DETAILED SPECIFICATIONS -

NEW VERSALIFT SST-40-EIH-02, insulated 40 ft. articulating, telescopic aerial platform lift, 45 ft. working height including the following items:

- Standard platform capacity of 350 lbs. (158.7 kg).

- VERSALIFT TruGuard™ dielectric isolating system with right hand single stick control. All control handles are isolated and tested per ANSI 92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.

- 180° hydraulic platform rotator.

- Full pressure turret mounted lower controls including override.

- Engine start/stop system with controls at platform and lower controls.

- Continuous unrestricted rotation including three pass collector ring.

- Five GPM (19.0 LPM) open center hydraulic system.

- Chassis insulating system (lower boom insert) including fiberglass compensation link providing 12 inches (0.30 m) insulation gap.

- Fiberglass inner boom and patented ELECTROGARD providing 42 in. (1.07 m) insulation gap ful_ly retracted meeting ANSI A92.2 requirements for Category C, 46 KV and below.

- Hydraulic tool power at bucket. Quick disconnect couplers not included.

- ELECTROGARD and inner boom finished with white urethane paint over white gel coat.

- Integral hydraulic oil reservoir with dual sight gauges and 15 gal. (56.8 l) capacity.

- End mounted closed 24 in. x 30 in. x 42 in. (0.61 m x 0.76 m x 1.07 m) fiberglass platform with one step, liner and cover.

- Master/slave hydraulic leveling with upper control to tilt for clean-out and rescue. Leveling control at lower controls.

- Nonlube bearings used at all pivot points.

- Multilink hose carrier system through booms.
- Boom cradle and ratchet type tie down strap.
- Auto throttle control.
- 12 Volt DC backup pump providing power to all boom functions.
- Mounting hardware for chassis/cab installation.
- Full body harness and lanyard.
- Painted standard white urethane.
- Two operator's manuals and two service manuals.
- ANSI A92.2 data plate.

Cab and chassis to the following specifications:

- NEW Ford F-550 4x4 cab and chassis with a CA of 84"
- GVWR: 19,500 lbs payload plus upgrade package.
- **XL Value Package includes 4.2" center-stack screen and SYNC communications system**
- **Power equipment package includes power windows, door locks and remote keyless entry.**
- Steering wheel mounted cruise control.
- 6.7L 4V OHV Power Stroke V8 turbo diesel engine
- TorqShift 10-speed automatic transmission
- Snow plow prep package including dual alternators (Total 332-Amps)
- 4.88 limited slip axle.
- Air conditioning.
- Engine block heater
- 225/70Rx19.5G BSW traction tires.

- Utility lighting system
- Radio: AM/FM stereo includes 4 speakers.
- HD vinyl 40/20/40 slit bench seat
- Trailer brake controller
- Operator Commanded Regeneration (OCR)
- Rear view camera and prep kit
- Painted Oxford White.
- Vehicle to be delivered with four (4) keys.

Brand FX Bodies 132" long x 42" high x 94" wide service body including the following:

- 30 inch aluminum tread plate platform extension
- BFX LED lighting package installed in tail shelf.
- Cable access step at rear and side access.
- Two (2) stainless steel grab handles at side access and two (2) aluminum grab rails at rear tail shelf.
- Wheel chock storage and outrigger pad holders.
- Push/pull rod lock system.

42" High Street side compartments as follows

- 1st Vertical: Two (2) adjustable shelves with dividers
- 2nd Vertical: Two (2) adjustable shelves with dividers
- Horizontal: One (1) removable shelf with dividers
- Rear Vertical: Two (2) adjustable shelves with dividers
- Hot stick shelf with rear access door

42" High Curbside compartments as follows

- 1st Vertical: Two (2) adjustable shelves with dividers and cutout for outrigger
- 2nd Vertical: Grip strut access steps to bed area with removable plastic tail board.
- Horizontal: One (1) adjustable shelf with dividers
- Rear Vertical: Five (5) fixed material hooks 1-3-1

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

XL Value Package has been discontinued but is essentially all the power funtions of mirrors, door locks, windows, blue tooth connectivty and modem ready for telematics. We are including the XL Chrome package which adds Fog lamps, chrome grill and bumper and remote start with key fob. IF NOT DESIRED, CAN BE REMOVED FOR $325 DISCOUNT

4.88 Limited Slip axle has been discontinued with Diesel engine. That is only available on gasoline versions now. We are providing 4.30 limited slip option which is the deepest available gearing for 4x4 diesel.

Requested delivery date of 45 days after award of bid will not be possible with current Ford Factory order bank and production schedules. Current Ford Factory lead time and body upfit time (if an order is received at time of bid closing) is approximately 245 days, or Feb. 18 2026. All progress and scheduling will be communicated frequently for transparency.

Optional, suggested items not found in the bid specs or included in our price:

- Platform running boards for entry/exit ease/safety	*$320.00*
- Back-up Alarm	*$230.00*
- Transfercase Skidplates (4x4)	*$100.00*
-120V/400W dash mounted outlet	*$175.00*

** commonly used for charging/using laptops.*

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER: Transwest Truck Center, LLC.

Signature	6/18/2025
	Date
Micah Radnich	New Truck Salesperson
Name Printed	Title

Prepared for: , City of West Covina

UNIT WILL BE ORDERED AS A 2026 MODEL

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530



Client Proposal

Prepared by:
Micah Radnich
Office: 951-403-2901
Email: mradnich@vvgtruck.com
Quote ID: WCovina40
Date: 06/18/2025

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs

Dimensions

- Conventional Capacity: 18,500 lbs.
- * **Fifth-wheel towing capacity: 33,700 lbs.**
- Front brake diameter: 15.4"
- Vehicle body length: 254.8"
- Vehicle body height: 82.4"
- Vehicle turning radius: 24.2'
- Rear track: 74.0"
- Rear tire outside width: 93.9"
- Frame section modulus: 12.7 cu.in.
- Frame rail width: 34.2"
- Front bumper to back of cab: 123.7"
- Max interior rear cargo volume: 11.6 cu.ft.
- Headroom first-row: 40.8"
- Shoulder room first-row: 66.7"
- * **GCWR: 43,000 lbs.**
- * **Gooseneck towing capacity: 33,800 lbs.**
- Rear brake diameter: 15.8"
- Vehicle body width: 80.0"
- Wheelbase: 169.0"
- Front track: 74.8"
- Cab to axle: 84.0"
- Axle to end of frame: 47.2"
- Frame yield strength (psi): 50000.0
- Front bumper to front axle: 38.3"
- Interior rear cargo volume: 11.6 cu.ft.
- Total passenger volume: 64.6 cu.ft.
- Leg room first-row: 43.9"
- Hip room first-row: 62.5"

Powertrain

- * **Compression ignition system**
- Engine cylinders: V-8
- * **Torque: 950 lb.-ft.@1800 RPM**
- * **Engine retarder system**
- 10-speed automatic
- Four-wheel drive
- Driveline managed traction control
- * **Mechanical limited slip differential**
- * **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
- * **Horsepower: 330 HP@2200 RPM**
- Radiator
- Auxiliary power take-off
- Part-time 4WD
- * **Recommended fuel: diesel**
- Electronic transfer case shift
- Auto locking hub control

Fuel Economy and Emissions

- * **Diesel secondary fuel type**
- Federal emissions

Suspension and Handling

- Firm ride suspension
- Heavy-duty rear shock absorbers
- Heavy-duty front shock absorbers

Driveability

- 4-wheel disc brakes
- 4-wheel antilock (ABS) brakes
- Brake assist system
- Mono-beam rigid axle front suspension
- Front and rear ventilated disc brakes
- Four channel ABS brakes
- Hill Start Assist
- Front anti-roll bar

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

- Front coil springs
- Rear anti-roll bar
- Hydraulic power-assist steering system
- 2-wheel steering system

* **DANA 130 rigid axle rear suspension**
- Leaf spring rear suspension
- Re-circulating ball steering

Body Exterior

- Trailer wiring harness
- Monotone paint
- Black side window trim
- Black windshield trim
- 2 front tow hooks

* **Black grille with chrome accents**

- Manual extendable trailer mirrors
- Black door mirrors
- 19.5 x 6-inch front and dual rear argent steel wheels

- 2 doors
- Black fender flares
- Black door handles

* **Chrome front bumper**
* **Body-coloured front bumper rub strip**
- Convex spotter in driver and passenger side door mirrors
- Turn signal indicator in door mirrors

* **LT225/70RS19.5 AT BSW front and rear tires**

Convenience

- Power door locks with 2 stage unlocking
- All-in-one remote fob and ignition key
- Cruise control with steering wheel mounted controls
- Day/Night rearview mirror
- Fixed rear windshield
- Illuminated locking glove box
- Illuminated glove box
- Dashboard storage
- Trip computer
- Over the air updates

- Keyfob activated door locks
- Auto-locking doors

* **Keyfob remote vehicle start**

- Power first-row windows
- Front beverage holders
- 6 beverage holders
- Instrument panel covered bin
- Retained accessory power
- Upfitter switches
- PRND in IP

Comfort

- Manual climate control
- Cloth headliner material
- Full vinyl floor covering
- Urethane steering wheel
- Manual telescopic steering wheel

- Cabin air filter
- Full headliner coverage
- Full floor coverage
- Manual tilting steering wheel

Seats and Trim

- Seating capacity: 3
- Driver seat with 4-way directional controls
- Height adjustable front seat head restraints
- Split-bench front seat

- 40-20-40 split-bench front seat
- Front passenger seat with 4-way directional controls
- Manual front seat head restraint control
- Front seat center armrest

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

- Front seat armrest storage
- Manual driver seat fore/aft control
- Manual passenger seat fore/aft control
- Vinyl front seat upholstery
- Manual reclining driver seat
- Manual reclining passenger seat
- Manual driver seat lumbar

Entertainment Features

- 2 total number of 1st row displays
- Primary touchscreen display
- AM/FM
- AM radio
- Seek scan
- Standard grade speakers
- Steering wheel mounted audio controls
- Speed sensitive volume
- Fixed audio antenna
- 8 inch primary display
- AM/FM stereo radio
- In-vehicle audio
- FM radio
- SYNC 4 external memory control
- Speakers number: 4
- SYNC 4 voice activated audio controls
- Wireless audio streaming

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display
- Trip odometer
- Compass
- Driver information center
- Engine/electric motor temperature gauge
- Transmission fluid temperature gauge
* **Diesel exhaust fluid (def) gauge**
- Light tinted windows
- Halogen headlights
- Multiple enclosed headlights
- DRL preference setting
- Illuminated entry
- Variable instrument panel light
- Cab clearance lights
* **Front fog lights**
- Configurable instrumentation gauges
- In-radio display clock
- Exterior temperature display
- Tachometer
* **Turbo/supercharger boost gauge**
- Engine hour meter
- Gauge cluster display size (inches): 4.20
- Reflector headlights
- Autolamp auto on/off headlight control
- Delay-off headlights
- Variable intermittent front windshield wipers
- Front reading lights
- Daytime running lights
- Remote activated perimeter approach lighting
- Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device wireless mirroring
- FordPass Connect 5G mobile hotspot internet access
- SYNC 4 handsfree wireless device connectivity
- FordPass App mobile app access
- 2 USB ports

Safety and Security

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

- Driver front impact airbag
- Safety Canopy System curtain first-row overhead airbags
- Seat mounted side impact front passenger airbag
- Front height adjustable seatbelts
- Ford Security Package (1-year included with activation) security system
- Lane Departure Warning
- Seat mounted side impact driver airbag
- Cancellable front passenger air bag
- 6 airbags
- SecuriLock immobilizer
- Remote panic alarm
- Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

* **Rear mounted camera**

Dimensions

General Weights

* **Curb weight**	**7,759 lbs.**	* **Rear curb weight**	**3,151 lbs.**
* **GVWR**	**19,500 lbs.**	* **Payload**	**11,660 lbs.**

Trailering Weights

* **Fifth-wheel towing capacity**	**33,700 lbs.**	* **Gooseneck towing capacity**	**33,800 lbs.**
Conventional capacity	18,500 lbs.	* **GCWR**	**43,000 lbs.**

Front Weights

* **Front curb weight**	**4,608 lbs.**	* **GAWR front**	**7,000 lbs.**
Axle capacity front	7,000 lbs.	* **Spring rating front**	**7,000 lbs.**
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* **GAWR rear**	**14,706 lbs.**	* **Axle capacity rear**	**14,706 lbs.**
* **Spring rating rear**	**14,706 lbs.**	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"

Exterior Measurements

Vehicle body length	254.8"	Vehicle body width	80.0"
Vehicle body height	82.4"	Wheelbase	169.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	28.6"	Rear frame height unloaded	34.5"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.2'	Cab to axle	84.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Front bumper to back of cab ..... 123.7"

Interior Measurements

Interior rear cargo volume ..... 11.6 cu.ft.
Max interior rear cargo volume ..... 11.6 cu.ft.

Interior Volume

Total passenger volume ..... 64.6 cu.ft.

Headroom

Headroom first-row ..... 40.8"

Legroom

Leg room first-row ..... 43.9"

Shoulder Room

Shoulder room first-row ..... 66.7"

Hip Room

Hip room first-row ..... 62.5"

Powertrain

Engine

* **Engine ..... Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP**
* **Valves per cylinder 4**

Engine cylinders V-8
Engine location ..... Front mounted engine
* **Ignition ..... Compression ignition system**
Engine mounting direction ..... Longitudinal mounted engine
Engine block material ..... Iron engine block
Cylinder head material ..... Aluminum cylinder head

Engine Specs

* **Displacement 6.7L**
* **cc ..... 405.9 cu.in.**
* **Bore ..... 3.9"**
* **Stroke ..... 4.25"**
* **Compression ratio 15.2**

SAEJ1349 ..... AUG2004 compliant

Engine Power

* **Horsepower ..... 330 HP@2200 RPM**
* **Torque ..... 950 lb.-ft.@1800 RPM**

Alternator

Alternator amps 190A
* **Alternator type ..... Dual alternator**
* **Alternator rating 160A**

Battery

Battery amps 68Ah
* **Battery type ..... Dual lead acid battery**

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras

Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
* **Engine retarder**	**Engine retarder system**		

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive

Drivetrain

* **Axle ratio**	**4.3**

Exhaust

Tailpipe	Stainless steel single exhaust

Fuel

* **Fuel type**	**diesel**

Fuel Tank

* **DEF capacity**	**7.20 gal.**	Fuel tank capacity	40.00 gal.

Drive Feature

* **Limited slip differential**	**Mechanical limited slip differential**	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Provisions

* **Provisions**	**Snow plow provisions**

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Fuel Economy and Emissions

Fuel Economy

- **Secondary fuel type** ... **Diesel secondary fuel type**

Emissions

Emissions ... Federal emissions

Suspension and Handling

Suspension

Suspension ... Firm ride suspension

Front shock absorbers ... Heavy-duty front shock absorbers

Rear shock absorbers ... Heavy-duty rear shock absorbers

Driveability

Brakes

Brake type ... 4-wheel disc brakes

Ventilated brakes ... Front and rear ventilated disc brakes

ABS brakes ... Four channel ABS brakes

ABS brakes ... 4-wheel antilock (ABS) brakes

Brake Assistance

Hill start assist ... Hill Start Assist

Brake assist system ... Brake assist system

Front Suspension

Front anti-roll ... Front anti-roll bar

Suspension ride type front ... Mono-beam rigid axle front suspension

Front Spring

- **HD front springs** ... **Heavy-duty front springs**

Springs front ... Front coil springs

Rear Spring

Springs rear ... Rear leaf springs

Rear springs ... Heavy-duty rear springs

Rear Suspension

Rear anti-roll ... Rear anti-roll bar

Suspension type rear ... Leaf spring rear suspension

- **Suspension ride type rear** ... **DANA 130 rigid axle rear suspension**

Steering

Steering ... Hydraulic power-assist steering system

Steering type ... Re-circulating ball steering

Steering type number of wheels ... 2-wheel steering system

Prices and content availability as shown are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.

2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Exterior

Front Wheels

Front wheels diameter	19.5"	Front wheels width	6"

Rear Wheels

Rear wheels diameter	19.5"	Rear wheels width	6"

Front And Rear Wheels

Appearance	argent	Material	steel

Front Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* **Tread**	**AT**	Type	LT
Width	225mm	* **Front wheel - RPM**	**645**

Rear Tires

Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* **Tread**	**AT**	Type	LT
Width	225mm	* **Rear wheel - RPM**	**645**

Body Exterior

Trailering

Towing wiring harness	Trailer wiring harness	* **Towing brake controller**	**Trailer brake controller**
Towing trailer sway	Trailer sway control		

Exterior Features

Number of doors	2 doors	Front splash guards	Front splash guards
* **License plate front bracket**	**Front license plate bracket**		

Body

Body panels	Aluminum body panels with side impact beams

Mirrors

Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors

Tires

Front tires LT load rating	G	Rear tires LT load rating	G

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Wheels

Dual rear wheels ..... Dual rear wheels

Convenience

Door Locks

Door locks ... Power door locks with 2 stage unlocking
Keyfob door locks ..... Keyfob activated door locks
All-in-one key ... All-in-one remote fob and ignition key
Auto door locks ..... Auto-locking doors

Cruise Control

Cruise control ..... Cruise control with steering wheel mounted controls

Key Fob Controls

* **Fob remote vehicle controls ..... Keyfob remote vehicle start**

Rear View Mirror

Day/Night rearview mirror ... Day/Night rearview mirror

Exterior Mirrors

Door mirrors ..... Power door mirrors
Folding door mirrors ..... Manual folding door mirrors
Heated door mirrors ..... Heated driver and passenger side door mirrors

Front Side Windows

First-row windows ..... Power first-row windows

Overhead Console

Overhead console ..... Full overhead console
Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror ..... Passenger visor mirror

Power Outlets

12V power outlets ..... 2 12V power outlets

Rear Windshield

Rear windshield ..... Fixed rear windshield

Storage

Number of beverage holders ..... 6 beverage holders
Beverage holders ..... Front beverage holders
Glove box ..... Illuminated locking glove box
Illuminated glove box ..... Illuminated glove box
Instrument panel storage ... Instrument panel covered bin
Dashboard storage ..... Dashboard storage

Windows Feature

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

One-touch up window ..... Driver and passenger one-touch up windows
One-touch down window .. Driver and passenger one-touch down windows

Miscellaneous

Trip computer ..... Trip computer
PRND in IP ..... PRND in IP
Upfitter switches ..... Upfitter switches
Accessory power ..... Retained accessory power
Over the air updates ..... Over the air updates

Comfort

Climate Control

Climate control ..... Manual climate control
Cabin air filter ..... Cabin air filter

Headliner

Headliner material ..... Cloth headliner material
Headliner coverage ..... Full headliner coverage

Floor Trim

Floor covering ..... Full vinyl floor covering
Floor coverage ..... Full floor coverage

Steering Wheel

Steering wheel material ..... Urethane steering wheel
Steering wheel telescopic .. Manual telescopic steering wheel
Steering wheel tilt ..... Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 3

Front Seats

Front seat type ..... Split-bench front seat
Driver seat direction Driver seat with 4-way directional controls
Driver seat fore/aft control .. Manual driver seat fore/aft control
Passenger seat direction Front passenger seat with 4-way directional controls
Split front seats ..... 40-20-40 split-bench front seat
Reclining passenger seat Manual reclining passenger seat
Passenger seat fore/aft control ..... Manual passenger seat fore/aft control
Front head restraints ..... Height adjustable front seat head restraints
Front head restraint control ... Manual front seat head restraint control
Armrests front center ..... Front seat center armrest
Armrests front storage ..... Front seat armrest storage
Reclining driver seat ..... Manual reclining driver seat

Lumbar Seats

Driver lumbar ..... Manual driver seat lumbar

Front Seat Trim

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Front seat upholstery ..... Vinyl front seat upholstery

Front seatback upholstery ..... Vinyl front seatback upholstery

Interior Accents

Interior accents ..... Chrome interior accents

Gearshifter Material

Gearshifter material ..... Urethane gear shifter material

Entertainment Features

Displays

Primary touchscreen display ..... Primary touchscreen display

Number of first-row displays ..... 2 total number of 1st row displays

Primary display size ..... 8 inch primary display

Radio Features

External memory ..... SYNC 4 external memory control

Seek scan ..... Seek scan

Speakers

Speakers ..... Standard grade speakers

Speakers number 4

Audio Features

Steering mounted audio control ..... Steering wheel mounted audio controls

Speed sensitive volume ..... Speed sensitive volume

Voice activated audio ..... SYNC 4 voice activated audio controls

Wireless streaming ..... Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

Trip odometer ..... Trip odometer

Instrumentation display ..... Digital/analog instrumentation display

Configurable instrumentation gauges ..... Configurable instrumentation gauges

Instrumentation Displays

Temperature display ..... Exterior temperature display

Driver information center ..... Driver information center

Clock ..... In-radio display clock

Compass ..... Compass

Instrumentation Gauges

Tachometer ..... Tachometer

Transmission temperature gauge ..... Transmission fluid temperature gauge

* **Turbo gauge ..... Turbo/supercharger boost gauge**

Engine/electric motor temperature gauge ..... Engine/electric motor temperature gauge

Gauge cluster display size (inches) 4.20

Engine hour meter ..... Engine hour meter

* **DEF fluid gauge ..... Diesel exhaust fluid (def) gauge**

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Selected Equip & Specs (cont'd)

Instrumentation Warnings

- Engine temperature warning ..... Engine temperature warning
- Low fuel warning ..... Low fuel warning
- Battery charge warning ..... Battery charge warning
- Key in vehicle warning ..... Key in vehicle warning
- Service interval warning ..... Service interval indicator
- Oil pressure warning ..... Oil pressure warning
- Low brake fluid warning ..... Low brake fluid warning
- Headlights on reminder ..... Headlights on reminder
- Door ajar warning ..... Door ajar warning
- * **Low diesel exhaust fluid (DEF) warningLow diesel exhaust fluid (DEF) warning**

Glass

- Tinted windows ..... Light tinted windows

Headlights

- Headlights ..... Halogen headlights
- Auto headlightsAutolamp auto on/off headlight control
- Delay off headlights ..... Delay-off headlights
- Headlight type ..... Reflector headlights
- Multiple headlights ..... Multiple enclosed headlights
- DRL preference setting ..... DRL preference setting

Front Windshield

- Wipers ..... Variable intermittent front windshield wipers

Interior Lighting

- Illuminated entry ..... Illuminated entry
- Front reading lights ..... Front reading lights
- Variable panel light ..... Variable instrument panel light

Lights

- Running lights ..... Daytime running lights
- * **Fog lights** ..... **Front fog lights**
- Perimeter approach lighting ..... Remote activated perimeter approach lighting
- Interior courtesy lights ..... Fade interior courtesy lights
- Clearance lights ..... Cab clearance lights

Technology and Telematics

Connectivity

- Handsfree ..... SYNC 4 handsfree wireless device connectivity
- Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device
- Smart device integration ..... Smart device wireless mirroring

Internet Access

- Internet access FordPass Connect 5G mobile hotspot internet access

USB Ports

- USB ports ..... 2 USB ports

Safety and Security

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Selected Equip & Specs (cont'd)

Airbags

Front impact airbag driver ... Driver front impact airbag
Front impact airbag passenger ... Cancellable front passenger air bag
Front side impact airbag passenger ... Seat mounted side impact front passenger airbag
Number of airbags ... 6 airbags
Front side impact airbag driver ... Seat mounted side impact driver airbag
Overhead airbags Safety Canopy System curtain first-row overhead airbags

Seatbelts

Height adjustable seatbelts ... Front height adjustable seatbelts

Security System

Immobilizer ... SecuriLock immobilizer
Security system ... Ford Security Package (1-year included with activation) security system
Remote panic alarm ... Remote panic alarm

Active Driving Assistance

Lane departure ... Lane Departure Warning
Forward collision warning ... Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation

Cameras

* **Rear camera** ... **Rear mounted camera**

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

As Configured Vehicle

Code	Description
Base Vehicle	
F5H	Base Vehicle Price (F5H)
Packages	
660A	Order Code 660A
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20
44G	Transmission: TorqShift 10-Speed Automatic
X4L	Limited Slip w/4.30 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package 1
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK)
64Z	Wheels: 19.5" x 6" Argent Painted Steel
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat
Other Options	
PAINT	Monotone Paint Application
169WB	169" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player
96V	XL Chrome Package
473	Snow Plow Prep Package
535	High Capacity Trailer Tow Package
86M	Dual 68 AH/65 AGM Battery
67A	350 Amp Dual Alternators
153	Front License Plate Bracket

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

As Configured Vehicle (cont'd)

Code	Description
872	Rear View Camera & Prep Kit
52B	Trailer Brake Controller
C09	Priced DORA
Fleet Options	
FLADCR	Fleet Advertising Credit
WARANT	Fleet Customer Powertrain Limited Warranty
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Warranty

Standard Warranty

Basic Warranty

Basic warranty ..... 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty ..... 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty ..... 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty ..... 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty ..... 60 months/100,000 miles

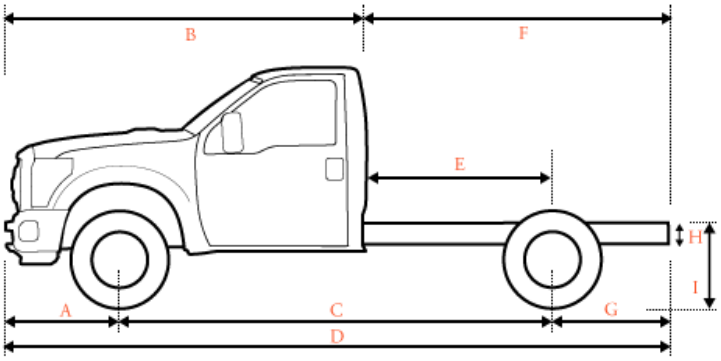
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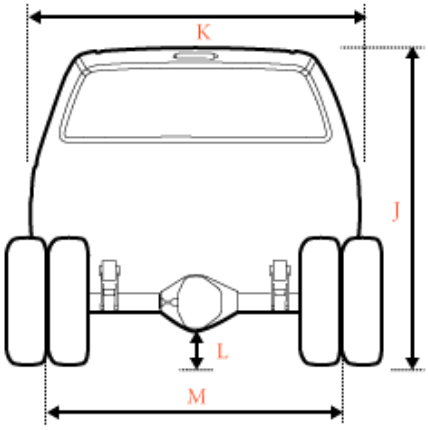
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.





Dimensions

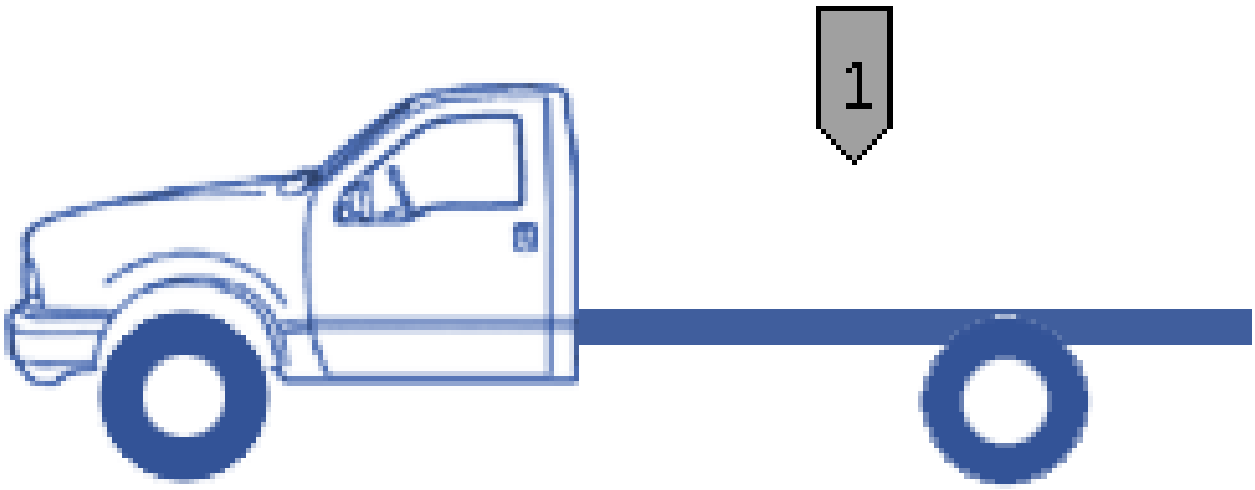
A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	123.70 in.
C	Wheelbase (WB)	169.00 in.
D	Overall Length (OAL)	254.80 in.
E	Back of Cab to Rear Axle (CA)	84.00 in.
F	Back of Cab to End of Frame	131.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	34.50 in.
I	Rear Frame Height Loaded	28.60 in.
J	Cab Height	82.40 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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Price Level: 530 | Quote ID: WCovina40

Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,608 lbs	3,151 lbs	7,759 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	300 lbs	150 lbs	450 lbs
1 Max Payload - (Max Payload)	2,092 lbs	11,405 lbs	13,497 lbs
TOTAL	**7,000 lbs**	**14,706 lbs**	**21,706 lbs**

Ratings	Front Axle	Rear Axle	GVWR
GAWR	**7,000 lbs**	**14,706 lbs**	**19,500 lbs**
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,000 lbs	14,706 lbs	
Axle	7,000 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

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2025 F-550 Chassis 4x4 SD Regular Cab 169" WB DRW XL (F5H)

Price Level: 530 | Quote ID: WCovina40

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %

Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %

Speed	Desired	Calculated
Top Speed (level grade)	75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18		
Top Speed on 3% grade	55 mph	
To meet your requirement you need a maximum of 122 hp		
Cruise Speed	60 mph	79 mph
Engine RPM at desired cruise speed		1,753 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (645 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (645 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.78 ft²	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

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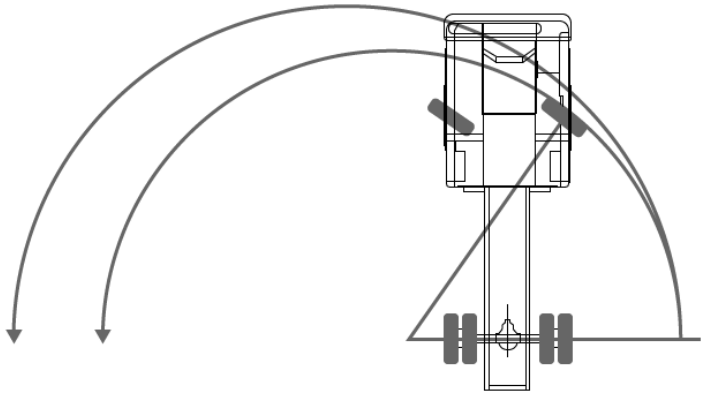
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Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius	24.25 ft



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Quotation E 13198
Date / /
Date Open 06/10/2025

Sold To : 770-5170 909

TRANS WEST TRUCK CENTER
10150 CHERRY AVE

FONTANA CA 92335 USA

Approved By *MICAH RADNICH*

Ship To :

Driver

Written By	Terms	Ship Via	Customer Po #	Equip Make	Equip Model	Equip Ser #
PAS-AUST	EST	None	WEST COVINA BUC			

Unit #	Plate #	Year	Make	Model	Milage	VIN	Hours
					0		0.0

Qty	Description		
80.00	FURNISH AND INSTALL VERSALIIFT SST40EIH AND SERVICE BODY ON CUSTOMER SUPPLIED CHASSIS		
1.000	Standard SST-40-EIH Insulated telescopic/articulating aerial deviceTruGuardâ„¢ dielectric isolating system with 3-Axis Right Hand single stick control. All control handles are isolated and Tested per ANSI A92.2. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuardâ„¢ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.180 degree platform rotator (reduces maximum platform capacity by 50 lbs.)Hydraulic tool power at upper controls (throttle control or priority flow control required) Quick disconnect for tools - single tool Full hydraulic controls on the turret with stow/unstow (platform leveling) at turretClosed 24x30x42 1 15 in. high step to curb sidePlatform cover, nylon/vinyl, 24x30 in.Platform liner 24x30x42 in.Continuous rotation (must add collector ring assy)Category C 46 KV and below Standard platform capacity of 300 lbs. (136kg)Standard 46-1/4 in. tall pedestal2019+ Ford Auto throttle provision included with SS-1400-5/SS-1230-15Backup pump for 12V chassis (Requires 1 slip ring with continuous rotation option)2019+ Ford F350-F600 Start/Stop (Gas/Diesel compatible -- High Idle) Lift Start/Stop for Single Wire S/S Chassis in Lieu of Standard 12V (requires 1 slip ring)Collector ring, 3-pass $ Chassis insulating system (lower boom insert) providing 12 in. insulation gap in all positions (Required 2022 ANSI) $ Rubber Tube platform rest (5 in. max)Full body harness and lanyard (extra-large) ARC Flash RatedUniversal White UrethaneModified hardware without outriggers or with outriggers on 84 Inch CA non-ford chassis		

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Remit To:
27762 Antonio Pkwy. L1 #466
Ladera Ranch, Ca 92694

Thank you for your business and we look forward to serving you again.

Authorized By

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PAS-AUST	EST	None	WEST COVINA BUC			

Unit #	Plate #	Year	Make	Model	Milage	VIN	Hours
					0		0.0

Qty	Description		
1.000	BFXB 84DLS W/ C2 WU SERVICE BODYSS = 30.5 / 30.5 / 40 / 31CS = 31.75 / WU / 42 / 31FBCA = 81OL = 132WU = 27.25 OVERALL WIDTH - 94.00PACK DEPTH - 20.00FLOOR WIDTH - 54.00PACK HEIGHT - 42.00MOUNTING HEIGHT - 25.00STEEL UNDERSTRUCTURE - ALUM TREAD FLOOR SMOOTH ALUMINUM BULKHEADALUMINUM TAILSKIRTSTANDARD BRIGHT WHITE GELCOATSTAINLESS STEEL ROTARY LATCHTYPE 304 STAINLESS STEEL HARDWARETYPE 304 STAINLESS STEEL DOOR HINGEVINYL COVERED S/S CABLE DOOR STOPSNON-SKID COMPARTMENT TOPSSPRING MOUNT KITCLEAR VINYL ROCK GUARDSBLACK PLASTIC FUEL BEZEL (1 STANDARD) AUTOMOTIVE GRADE BUBBLE GASKETONE PIECE MOLDED DOORS WITHAUTOMOTIVE FINISH BOTH SIDES RECESSED DOOR JAMBSFLOW THROUGH VENTILATION SYSTEMREMOVEABLE WHEEL WELL PANELSWHITE COMPARTMENT INTERIORSRECESSED DOOR SEAL SYSTEMLIGHT ADAPTOR FOR SPECIFIED CHASSISFULL LED LIGHTING PACKAGESTOP / TAIL / TURN / MARKER & BACK-UP LIGHT HOTSTICK DOOR - STREETSIDE HOTSTICK SHELF - STREETSIDE (84DLS) STREETSIDE FRONT COMPT (84) |-- ONE ADJUSTABLE SHELF |-- ADDITIONAL ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK |-- OUTRIGGER CUTOUT STREETSIDE FRONT COMPT #2 (84) |-- ONE ADJUSTABLE SHELF |-- ADDITIONAL ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK STREETSIDE HORIZONTAL COMPT (84) |-- ONE ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK SHIPPED LOOSE STREETSIDE REAR COMPT (84DLS) |-- ONE ADJUSTABLE SHELF |-- ADDITIONAL ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK		

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FONTANA CA 92335 USA

Approved By *MICAH RADNICH*

Driver

Written By	Terms	Ship Via	Customer Po #	Equip Make	Equip Model	Equip Ser #
PAS-AUST	EST	None	WEST COVINA BUC			

Unit #	Plate #	Year	Make	Model	Milage	VIN	Hours
					0		0.0

Qty	Description		
	CURBSIDE FRONT COMPT (84) |-- ONE ADJUSTABLE SHELF |-- ADDITIONAL ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK |-- OUTRIGGER CUTOUT CURBSIDE FRONT COMPT #2 (WU) |-- 6" RECYCLED PLASTIC TAILBOARD (C2 WU) (drop in) |-- FRONT COMPARTMENT #2 ACCESS STEPS (ALUM) SIDE ENTRY GRIPSTRUT STEPS |-- STAINLESS STEEL GRAB HANDLE CURBSIDE HORIZONTAL COMPT (84) |-- ONE ADJUSTABLE SHELF |-- DIVIDER PACK - 2" FIBERGLASS - 4 PER PACK SHIPPED LOOSE CURBSIDE REAR COMPT (84DLS) |-- STD 3/8" HOOK PACKAGES |-- 1 HOOK ASSEMBLY |-- 3 HOOK ASSEMBLY ALUMINUM TREADBRIGHT TAILSHELF, 30" TAILSHELF GRAB RAIL, ALUMINUMONE EACH SIDE WHEEL CHOCK HOLDER (FENDER)ONE PER SIDE OUTRIGGER PAD HOLDERSHIP LOOSE CABLE STIRRUP STEPSHIP LOOSE		
1.000	FORD 10-SPEED PTO		
1.000	MUNCIE PUMP		
1.000	F550 SUSPENSION ENHANCEMENT SYSTEM		
1.000	POSITION 3 SEVERE DUTY KIT		

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PAS-AUST	EST	None	WEST COVINA BUC			

Unit #	Plate #	Year	Make	Model	Milage	VIN	Hours
					0		0.0

Qty	Description
10.00	CHEVRON RANDO HD 32
1.000	BACK UP WHISKER SWITCHES
1.000	LIGHT PENNY RED
2.000	CHOCK BLOCKS
2.000	MUD FLAP 24X36 -PAS
1.000	CAMERA SYSTEM
1.000	BACK UP ALARM
1.000	ABC FIRE EXTINGUISHER
1.000	LANYARD
1.000	BC HARNESS
1.000	GROTE TRIANGLE KIT (UPDATED)
1.000	HARDWARE AND PLUMBING
4.000	DOT CONSPICUITY TAPE
1.000	FAILURE TO OBEY DECAL
1.000	"UNTRAINED OPERATOR"
1.000	"FALLING FROM PLATFORM"
1.000	SMALL ELECTROCUTION HAZARD DECAL

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Ship To :

Driver

Written By	Terms	Ship Via	Customer Po #	Equip Make	Equip Model	Equip Ser #
PAS-AUST	EST	None	WEST COVINA BUC			

Unit #	Plate #	Year	Make	Model	Milage	VIN	Hours
					0		0.0

Qty	Description		
4.000	LRG ELEC HAZARD DECAL		
1.000	MAX TRAVEL HEIGHT		
1.000	FREIGHT CHARGES BOOM AND BODY		

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Authorized By

ATTACHMENT NO. 3

RESOLUTION NO. 2025-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (BOOM TRUCK)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the 2025-26 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-05, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-64 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-05
Boom Truck Budget Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 235-Measure M			
Revenue	2,845,000		2,845,000
Expenditures	4,902,314	200,000	5,102,314
Net Change in Fund Balance	**(2,057,314)**	**200,000**	**(2,257,314)**
EXPENDITURE TOTAL INCREASE		**200,000**	

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **CONSIDERATION OF AUTHORIZATION TO PURCHASE TRUCK CHASSIS FOR INSTALLATION OF PAINT TRUCK AIRLESS PUMP SYSTEM**

RECOMMENDATION:

It is recommended that the City Council take the following actions:

1. Reject the bid received for Request for Bids (RFB) No. 2025-14.
2. Authorize the purchase of a new 2024 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis to support the installation of the TPMT Hydraulic Driven Airless Pump Spray System for roadway striping and pavement marking operations from Ken Grody Ford in an amount not to exceed $60,478.
3. Authorize the Acting City Manager to execute the purchase order and/or agreement required for the purchase.
4. In the event the truck chassis is no longer available from Ken Grody Ford at the time of purchase, authorize the Acting City Manager to purchase a comparable vehicle meeting the City's specifications provided the purchase price shall not exceed $90,000.
5. Adopt the following resolution:

   RESOLUTION NO. 2025-65 - A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TRUCK CHASSIS)

BACKGROUND:

The Public Works Department is responsible for maintaining street markings and striping throughout the City, utilizing specialized paint truck equipment. The current paint truck has reached the end of its useful life, prompting the need for replacement.

As part of this effort, staff is proposing the purchase of a new truck chassis compatible with an airless pump paint system. This purchase represents the first phase of the paint truck assembly. The request to purchase the new airless pump system is addressed under a separate staff report.

Funds have been identified and authorized by Metro Measure M for the replacement of the paint truck, including the chassis and airless pump paint system, in an amount not-to-exceed $250,000.

DISCUSSION:

To ensure compatibility with the new airless pump system, staff evaluated several truck chassis models and determined that the optimal configuration is a New 2024/2025 Ford Super Duty F-450 DRW XL 2WD Regular Cab (169" WB, 84" CA). This model meets the weight, hydraulic, and control system requirements necessary to support the new paint equipment.

A Request for Bids (RFB No. 2025-14) was issued on June 4, 2025, and advertised on the City's e-procurement platform, PlanetBids, to promote open competition and ensure compliance with the City's procurement policies. The RFB sought competitive bids for a truck chassis meeting the specified operational and safety standards.

The bidding period closed on June 19, 2025, and one (1) bid was received, from PFVT Motors LLC. However, the bid from PFVT Motors LLC, an out-of-state vendor, did not include California registration or a confirmed delivery date. As such, staff recommends that Council reject the sole bid submitted under RFB No. 2025-14.

Given the urgent need to replace the existing paint truck, which has been out of service since 2024, staff contacted local Ford dealerships to identify available in-stock options. Based on this outreach, staff recommends purchasing the required chassis from Ken Grody Ford, which provided the lowest quote for a compliant, in-stock unit. The total cost, including delivery and applicable taxes, is $60,478.

Vendor	Cost
Ken Grody Ford	$60,478
Puente Hills Ford	$64,990
Norm Reeves	Out of Stock

Staff recommends the City Council authorize the purchase using Measure M funds and approve the associated budget amendment.

LEGAL REVIEW:
The City Attorney's Office has reviewed the resolution and approved it as to form.

OPTIONS:
The City Council has the following options:

1. Approve staff's recommendation; or
2. Provide alternative direction.

Prepared by: Renee M. G. Chavez, Management Analyst I
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:
The total cost of the Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis from Ken Grody Ford is $60,478. Should the vehicle be sold, funding for this acquisition provided through authorized Metro Measure M funds will not exceed $90,000.

The proposed resolution includes a budget amendment (see Attachment No. 4) that will appropriate the funds and authorize the use of Measure M funds (Fund 235).

Fund Name	Account Number	Budget	Budget Increase	Revised Budget

235 Measute M	235.503.80.8800.00.71.71700	$0	$90,000	$90,000

There is no impact on the City's General Fund as this purchase will be fully funded by restricted funds through Metro Measure M Funds.

The cost of the TPMT Hydraulic Driven Airless Pump Spray System and the F-450 Chassis procurement cost will not exceed the approved Metro Measure M funds in the amount of $250,000.

Attachments

ATTACHMENT NO. 1 - RFB 2025-14 ONE (1) NEW FORD SUPER DUTY F-450 DRW XL 2WD REG CAB CA TRUCK CHASSIS

ATTACHMENT NO. 2 - BID

ATTACHMENT NO. 3 - QUOTES

ATTACHMENT NO. 4 - RESOLUTION NO. 2025-65

CITY COUNCIL GOALS & OBJECTIVES: Achieve Fiscal Sustainability and Financial Stability
A Well-Planned Community
Enhance City Image and Effectiveness

ONE (1) NEW FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS	**Approved by:** Roxanne Lerrma	**RFB No.** **2025-14**
		Effective Date 06/04/2025

1. GENERAL

The City of West Covina (City) is seeking bids from qualified vendors to submit a bid for one (1) New 2024/2025 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis in accordance with the minimum specifications indicated herein.

2. RFB SCHEDULE

- RFB release: **June 4, 2025**
- Questions due: **June 9, 2025**
  (Questions must be posted on City's Planet Bids portal)
- Responses to questions posted: **June 10, 2025**
  (Responses will be posted on City's Planet Bids portal)
- Bids due: **June 19, 2025, by 2:30 p.m.**
- Selection of bid (tentative date): **July 15, 2025**
  (For contracts awarded by the City Council, City Council agendas are posted on www.westcovina.org on the Wednesday prior to the first and third Tuesdays each month.)

3. BID SUBMISSION

Bids will be received electronically (online only) via City of West Covina's PlanetBids portal at:
https://www.westcovina.org/departments/finance/finance/bids-RFBs.

Bids must be submitted with the following attachments:

Attachment A:	Statement of Non-Collusion by Contractor
Attachment B:	Subcontractor Campaign Contribution Acknowledgement Form (If applicable)
Attachment C:	Sam.gov Verification – Debarment & Suspension Verification
Attachment D:	Bid Pricing
Attachment E	Specifications Compliance Forms
Attachment F:	W-9

Bids must be submitted no later than **2:30 pm** on **June 19, 2025.** Submissions received after this deadline will be rejected. Submissions by facsimile or electronic mail will not be accepted.

Submission of a bid shall constitute acknowledgment and acceptance of all terms and conditions contained in this RFB and all exhibits and attachments hereto.

4. CONTACT WITH CITY OFFICIALS AND REPRESENTATIVES

The sole City Representative as contact person for all questions and matters regarding this RFB is Jazmin Hernandez, Purchasing Manager. The City Representative can be reached via e-mail at jhernandez@westcovina.org or by phone at (626) 939-8705. Proposers that contact any City official or representative other than the designated City Representative as set forth in this RFB may be disqualified with no further consideration given to the bid submitted.

All questions regarding the specifications in this RFB are required to be addressed via City's PlanetBids site by the designated date and time. Responses will be posted on the City's PlanetBids site.

5. BACKGROUND

The City of West Covina is located in the San Gabriel Valley, 20 miles east of downtown Los Angeles and 15 miles north of Orange County. Incorporated as a general law city in 1923, the City operates under the council/manager form of government. The City's 16 square miles flourished with walnut groves and orange groves for many decades. The City has developed into a commercial and residential community, with a population currently estimated at about 110,200 residents.

6. SPECIFICATIONS

The specifications are described in Attachment E of this RFB.

7. BID FORMAT

A bid response to this RFB shall consist of the following:

a. Bid Pricing – Vehicle bid price must include complete all required equipment, in-service items, and installation as stated in the specification. Attach vehicle bid as Attachment D.

The City will only accept bid pricing that is submitted online within the PlanetBids system by the bid due date and time. Bid pricing submitted by any other method will not be accepted. No exceptions.

b. Supporting Documents – Set of descriptive information to include specifications, catalogs, drawings, and manufacturer warranty, if applicable, for equipment proposed as outlined in Specification.

c. Required Forms:
   - Statement of Non-Collusion by Contractor (Attachment A)
   - Subcontractor Campaign Contribution Acknowledgement Form, If Applicable (Attachment B)
   - Sam.gov Verification–Debarment & Suspension Verification (Attachment C)
   - Bid Pricing (Attachment D)
   - Specifications Compliance Forms (Attachment E)
   - W-9 (Attachment F)

   Supporting documents must be uploaded as attachments within the bidding system. Bid may be deemed non-responsive for failure to submit supporting documents with the bid or as requested by the City.

8. DELIVERY SCHEDULE

The City will take delivery by no later than 45 days from receipt of order.

Delivery shall be made Monday through Thursday only, between 7:00 am and 4:00 pm.

9. WARRANTY

The manufacturer's standard warranty shall apply to all equipment procured against this specification.

10. TERMS AND CONDITIONS OF RFB

10.1 SIGNED SUBMISSION OF BIDS

Each bid must be signed in longhand by the person or persons legally authorized to bind the proposer to the bid and contracts. The name and title of each person signing shall be typed or printed below that person's signature. Upon request of the City, the corporation or other entity must provide a certified copy of the bylaws or resolution of the board of directors showing the authority of the officer signing the bid to execute contracts on behalf of the corporation or other entity.

10.2 LATE SUBMISSION OF BIDS

Any submission of bids received after the due date and time specified in this RFB will not be considered.

10.3 ACCURACY OF BIDS; WITHDRAWAL OF BIDS

Proposers shall take all responsibility for any errors or omissions in their bids.

To withdraw a bid, the proposer must submit a written request to the Purchasing Manager via email at jhernandez@westcovina.org. A hard copy of the request must also be mailed to the Purchasing Manager at 1444 W. Garvey Avenue S., Room 308, West Covina, CA 91790. The written request must be signed by the authorized representative of the proposer and must be submitted prior to the deadline for submitting bids.

Withdrawals will not be permitted after the deadline for submitting bids.

10.4 ADDENDUM TO THE RFB

Any modifications or changes to this RFB will be made by written addendum. Addenda will be posted on the City's PlanetBids page. No verbal modification will be binding on the City.

10.5 PROTEST PROCEDURES

All protests regarding the RFB process must be submitted in writing to the Purchasing Manager within five (5) business days following the opening of the bids. This includes all protests relating to advertising of the RFB, deadlines, bid opening, and any protests relating to alleged improprieties or ambiguities in the specifications. This requirement does not apply to protests relating to staff recommendations as to award of a contract. Protests relating to staff recommendations of award of a contract may be directed to the Purchasing Manager within three (3) business days of the posted agenda recommending award by City Council or receipt of notice of intent to award. City may post such notice of intent to award on the City's PlanetBids portal.

City Council agendas are available for review at least 72 hours before City Council meetings, which are held on the first and third Tuesday of each month, at www.westcovina.org and at the City Clerk's Office, Room 317 in City Hall, 1444 W. Garvey Avenue South, West Covina, during normal business hours.

10.6 DISCLAIMERS AND RESERVATION OF RIGHTS

This RFB does not commit the City to award a contract. The City reserves, in its sole discretion, the right to reject any and all bids, the right to cancel or postpone the RFB or project in whole or in part at any time, the right to negotiate with any qualified proposer and the right to decline to award to any of the proposers. The City reserves the right to waive any immaterial irregularities in a bid or a submission of a bid.

10.7 NOTICE REGARDING DISCLOSURE OF CONTENTS OF BIDS

All bids submitted in response to this RFB shall become the exclusive property of the City of West Covina and will be a matter of public record. Proposers must identify, in writing, the elements of the bid which proposer defines as business or trade secrets that are exempt from disclosure under the California Public Records Act (California Government Code Section 7920.000 et seq.) and plainly mark such items as “Trade Secret”, “Confidential”, or “Proprietary”.

Any proposer claiming such an exemption must identify the specific provision of the California Public Records Act that provides an exemption from disclosure for each item that the proposer claims is not subject to disclosure under said Act. Any proposer claiming such an exemption must also state in its bid that the proposer agrees to defend, indemnify and hold harmless the City and its officers, employees, agents and volunteers from any action brought against the City for its refusal to disclose such material, trade secrets and other proprietary information to any party making a request therefor. Any proposer who fails to include such a statement shall be deemed to have waived any right to an exemption from disclosure as provided by said Act. Any exemption request must be clearly marked as set forth above, and any blanket statement (i.e., regarding entire pages, documents, or other non-specific designations) shall not be sufficient and shall not bind the City in any way whatsoever.

If disclosure is required or permitted under the California Public Records Act or otherwise by law, the City shall not in any way be liable or responsible for the disclosure of any such records or part thereof.

Notwithstanding the foregoing, all bids submitted may be kept confidential until a contract is awarded.

10.8 BID VALIDITY PERIOD

Pricing, terms and conditions stated in the proposer’s response shall remain valid for 120 days from the date of submission of the bid to the City.

10.9 PRESS RELEASES

The selected vendor shall not issue any news or press releases relating to an award of contract resulting from this RFB or issue any advertising copy mentioning the City or quoting the opinion of any City official, officer or employee without prior written approval from the City Manager.

10.10 EVALUATION AND SELECTION PROCESS

In accordance with Section 2-334 of the West Covina Municipal Code, the City will award the contract to the lowest responsible bidder, as defined Section 2-327 of the West Covina Municipal Code. Price will be considered along with other factors, including, but not limited to, the ability, capacity and skill of the bidder to provide the services, whether the bidder can provide the services within the time specified, the bidder's record of performance on previous orders or contracts for the City or other public entities, and the quality, availability and adaptability of the bidder's services.

Bids will be ranked utilizing the following criteria:

Criteria	**Max Points**
Proposed product compliance with specifications	30
Cost	40
Timeframe for delivery	30
Total	100

10.11 CAMPAIGN CONTRIBUTIONS

(a) Prohibited Contributions.

Pursuant to Section 2-404.1(a) of the West Covina Municipal Code:

No person who is an applicant or proposer to be a party to a city contract, or who is a party to a city contract, as defined in section 2-403, other affected party, or related persons, shall make a contribution to an individual holding city elective office where the city contract has a total anticipated or actual value of thirty thousand dollars ($30,000.00) or more, or a combination or series of such contracts or agreements having a value of thirty thousand dollars ($30,000.00) or more.

Further, pursuant to Section 2-404.1(c) of the West Covina Municipal Code:

No person acting as a subcontractor under a subcontract through a city contract, as defined in section 2-403, or related persons, shall make a contribution to a council member where an individual subcontract has a total anticipated or actual value of fifteen thousand dollars ($15,000.00) or more, or a combination or series of such individual subcontracts with the same subcontractor, for the same or different projects with the aggregate value of fifteen thousand dollars ($15,000.00) or more.

(b) Subcontractor Acknowledgement Form.

If a subcontractor is utilized for any part of the bid, then a completed Subcontractor Campaign Contributions Acknowledgement Form is required to be returned with bid.

10.12 CONFLICT OF INTEREST

City of West Covina employees are prohibited from participating in the selection process for this RFB if they have any financial or business relationship with any proposer. This RFB process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities, including, but not limited to, the City's Conflict of Interest and Ethics Policy.

Proposers shall not offer, give or agree to give any City employee any gratuity or anything of value whatsoever in connection with this RFB. The offer or attempt to give any such gratuity or anything of value to any City employee will be cause for disqualification from participation in this RFB.

10.13 PERMITS AND LICENSES

The selected vendor and all of his/her/its employees or agents shall secure and maintain in force such licenses and permits as are required by law.

10.14 PRE-CONTRACTUAL EXPENSES

The City shall not be liable for any expenses incurred by potential vendors relating to the preparation or submission of bids. Pre-contractual expenses shall not be included in a proposer's fee schedule. Pre-contractual expenses include, but are not limited to, expenses incurred by a proposer in:

- Preparing a bid in response to this RFB;
- Submitting a bid to the City;
- Negotiating with the City in any manner related to the bid submitted;
- Any other expenses incurred by the proposer prior to the execution of a contract with the City, if any.

10.15 AGREEMENT TO CONDITIONS

Submission of a bid shall be deemed acceptance of all the terms set forth in this RFB unless the proposer includes with its bid, in writing, any conditions or exceptions requested by the proposer.

10.16 PIGGYBACKING OPTION

The City would like to make the same pricing structures available to other government agencies. Proposers shall indicate in their bid whether they agree to extend pricing to other agencies and for what length of time. Inclusion is not mandatory and will have no bearing on the contract award.

10.17 EXAMINATION OF SPECIFICATIONS

Proposers are expected to carefully examine the specifications set forth in this RFB and all attachments hereto. By submitting a bid, the proposer declares he/she/it has carefully reviewed all specifications and requirements set forth in this RFB, and that proposer will furnish all labor, materials, machinery, tools and equipment required to perform the services in accordance with the requirements of this RFB.

10.18 DEBARMENT AND SUSPENSION

Proposers may not be debarred or suspended or otherwise listed on the Excluded Parties List System (EPLS) in the General Services Administration System for Award Management (SAM). Proposers must include verification that the company as well as the company's principals are not listed (are not debarred, suspended or otherwise ineligible) through the General Services Administration System for Award Management (sam.gov). Proposers must also enclose a printout of the search results that includes the record date.

ATTACHMENT A

STATEMENT OF NON-COLLUSION BY CONTRACTOR

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

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].

Firm _____

_____
(Signature)

_____
(Print Name & Title)

Street _____

City_____ State_____ Zip _____

ATTACHMENT B

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGEMENT FORM (IF APPLICABLE)

SUBCONTRACTOR CAMPAIGN CONTRIBUTION ACKNOWLEDGMENT FORM

Proposer [or Consultant] is required to identify any known subcontractor who will provide goods or services with an anticipated or actual value of $15,000 or more in connection with any contract which may be awarded pursuant to this Request for Bid if the proposed contract with the Proposer [or Consultant] has an anticipated or actual value of $30,000 or more**.**

By my signature below, I certify that as a subcontractor I reviewed and am in compliance with West Covina Municipal Code section 2-405.1(c), in reference to campaign contributions to any individual holding City elective office, and that I will comply with Section 2-405.1(c) at all times while providing services as a subcontractor.

CONTRACTOR:

Company: _____

By: _____

Title: _____

Date: _____

SUBCONTRACTOR:

Company: _____

By: _____

Title: _____

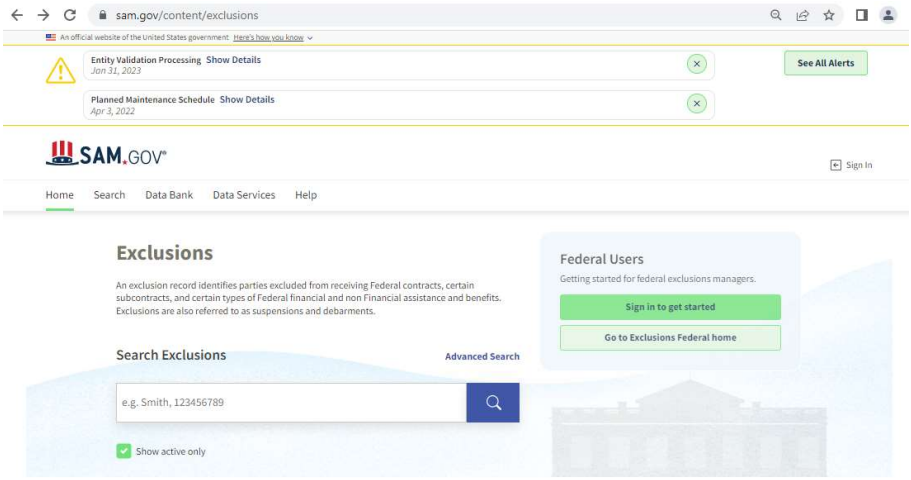
Date: _____

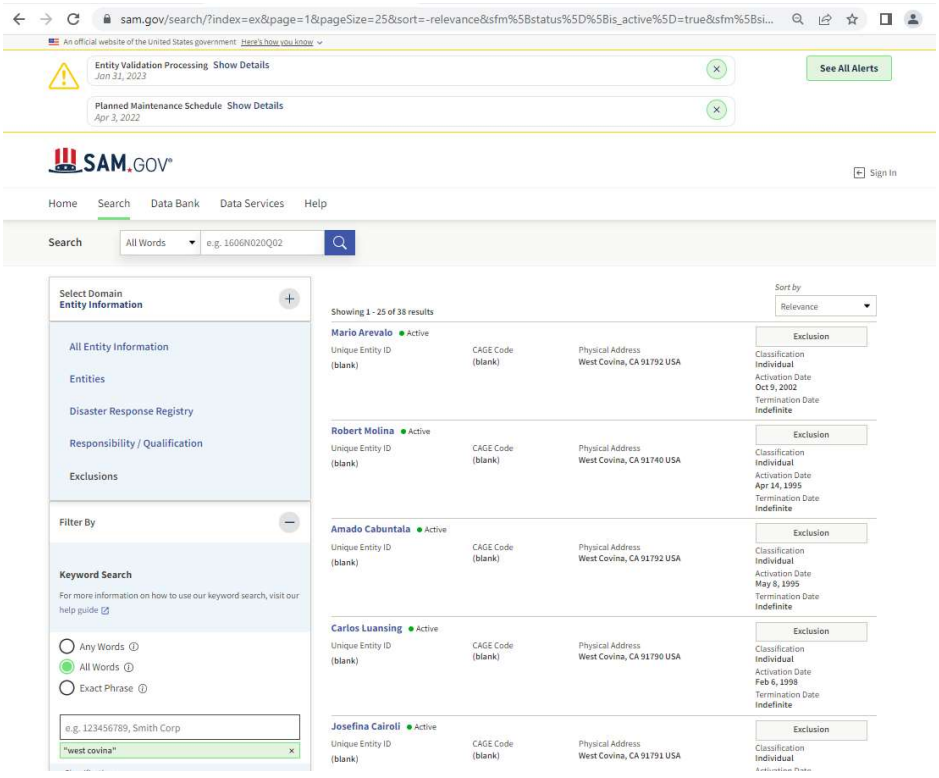
ATTACHMENT C

SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

How to Search Exclusion Information

- Select “Search” from the header menu from any page on SAM.gov
- In the filters, under “Select Domain,” select “Entity Information, then select “Exclusions.”
- Use the filters or keyword box to enter search criteria and see your results
- See sample below:





SAM.GOV DEBARMENT AND SUSPENSION VERIFICATION

ATTACHMENT D

BID PRICING

ATTACHMENT E

Prior to receiving the (1) 2024/2025 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis, it will be inspected to ensure the vehicle meets the specifications. The new truck must be completely assembled, ready to operate, and serviced with FULL TANK OF FUEL by Bidder prior to acceptance by the City.

SPECIFICATIONS COMPLIANCE

The Bidder shall note their compliance with each specification in the box provided with an X or check mark. Each line item requires an X or check mark. Any specification left blank shall be considered a non-responsive Bid and will be rejected. Any deviations from the specifications or where submitted literature does not fully support the meeting of the specifications, must be clearly cited and explained by the Bidder in the comment section following the specifications. The City will be responsible for determining specifications compliance.

Yes	No	Each line specification requires checking either the Yes or No box.
☐	☐	Truck supplied shall be the manufacturer's current production model and shall be bid with all of the standard equipment as specified in the manufacturer's printed literature. In addition, the truck shall include the equipment shown on the subsequent specifications but may not be limited to said equipment.
☐	☐	Bidder shall quote purchase price to include manufacturer's warranty for (1) 2024/2025 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis. The warranty shall commence upon acceptance of the completed vehicle by the City.
☐	☐	Truck must meet all current air quality standards, California Emission Control Regulations, all Federal Safety Standards, and Department of Motor Vehicle Regulations.
☐	☐	Bid shall include estimated delivery date of the (1) 2024/2025 Ford Super Duty F-450 DRW XL 2WD Reg Cab 169" WB 84" CA truck chassis. The estimated delivery date shall be no later than 45 days from receipt of order.
☐	☐	Total Bid Price includes California Tire Recycling Fee, DMV documentation fee for exempt license plates with, freight, delivery and sales tax charges for delivery to 91790.

DETAILED SPECIFICATIONS:

NEW FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS

CONDITION: NEW

MAKE: FORD

YEAR: 2024 or 2025

MODEL:: F450

CLASS: CLASS 3 (GVW 14,000-16,500LBS)

CATEGORY: DRW XL 2WD Reg Cab 169" WB 84" CA

CAB TYPE: REGULAR

FUEL TYPE: GASOLINE

AXLES: 4X2

SUSPENSION: SPRING

BRAKE TYPE: HYDRAULIC

ENGINE MODEL: 7.3L DEVCT NA PFI V8 ENGINE

ENGINE SIZE: 7.3L V8

TRAILER GVWR: 5200 lbs.

TRANSMISSION SPEED: 10

TRANSMISSION TYPE: AUTOMATIC

EXTERIOR COLOR: OXFORD WHITE

INTERIOR COLOR: MEDIUM EARTH GRAY CLOTH

DOORS: 2

EXTERIOR:

- HEADLAMPS - AUTOLAMP(ON/OFF)
- HEADLAMPS -WIPER ACTIVATED
- ROOF CLEARANCE LIGHTS
- TOW HOOKS
- TRAILER SWAY CONTROL
- TRAILER TOW WIRE HARNESS
- WIPERS- INTERMITTENT

INTERIOR

- 40/20/40 SPLIT BENCH
- BLACK VINYL FLOOR COVERING
- OUTSIDE TEMP DISPLAY
- PARTICULATE AIR FILTER
- STEERING - TILT/TELESCOPIC
- WHEEL WITH AUDIO
- UPFITTER SWITCHES
- VINYL SUN VISORS

FUNCTIONAL:

- 4-WHEEL ANTILOCK BRAKE SYS
- FORDPASS CONNECT
- HILL START ASSIST
- JEWEL EFFECT HEADLAMPS
- MONO BEAM COIL SPRING FRT
- SUSPENSION W/SAB BAR
- STABILIZERBAR, FRONT/REAR
- SYNC® WITH APPLINK®

SAFETY/SECURITY:

- ADVANCETRACTM WITH RSC®
- AIRBAGS - SAFETY CANOPY®
- BELT-MINDER CHIME
- DRIVER/PASSENGER AIR BAGS
- SOS POST-CRASH ALERT SYS

WARRANTY:

- 3YR/36,000 BUMPER / BUMPER
- 5YR/60,000 POWERTRAIN
- 5YR/60,000 ROADSIDE ASSIST
- 5YR/100,000 ENGINE
- Corrosion (Perforation only): 5 years / Unlimited miles

TECH SPECS

- Vehicle Name: Ford Super Duty F-450 DRW
- Body Style: SD Regular Cab

- Body Code: H
- Drivetrain: Rear Wheel Drive
- Passenger Capacity: 3
- Base Curb Weight: 7369
- Gross Axle Wt. Rating - Front: 4800
- Gross Axle Wt. Rating - Rear: 12880
- Curb Weight - Front: 3602
- Curb Weight - Rear: 3004
- Gross Vehicle Weight Rating Cap: 16500
- Gross Combined Wt. Rating: 30000
- Dead Weight Hitch - Max Trailer Wt.: 5000
- Dead Weight Hitch - Max Tongue Wt.: 500
- Wt. Distributing Hitch - Max Trailer Wt.: 17500
- Wt. Distributing Hitch - Max Tongue Wt.: 1750
- Fifth Wheel Hitch - Max Trailer Wt.: 22000
- Fifth Wheel Hitch - Max Tongue Wt.: 5500
- Maximum Trailering Capacity: 17500
- Engine Order Code: 99T
- Engine Type: Intercooled Turbo Diesel V-8
- Displacement: 6.7 L/406
- Fuel System: Diesel Direct Injection
- SAE Net Horsepower @ RPM: 330 @ 2200
- SAE Net Torque @ RPM: 950 @ 1800
- Trans Order Code: 44G
- Trans Type: 10
- Trans Description Cont.: Automatic w/OD
- Trans Description Cont. Again:
- First Gear Ratio (:1): 4.62
- Second Gear Ratio (:1): 2.92
- Third Gear Ratio (:1): 2.13
- Fourth Gear Ratio (:1): 1.77
- Fifth Gear Ratio (:1): 1.52
- Sixth Gear Ratio (:1): 1.28
- Reverse Ratio (:1): 4.70
- Trans Power Take Off: Yes
- Trans PTO Access: Yes
- Transfer Case Model: None

- Transfer Case Power Take Off: Yes
- Cold Cranking Amps 0 F (Primary): 750
- Cold Cranking Amps 0 F (2nd): 750
- Tons/yr of CO2 Emissions 15K mi/year: - TBD -
- Maximum Alternator Capacity (amps): 190
- Engine Oil Cooler: None
- Suspension Type - Front: Other
- Suspension Type - Rear: Leaf
- Spring Capacity - Front: 4800
- Spring Capacity - Rear: 12880
- Axle Type - Front: Non-Independent
- Axle Type - Rear: Rigid Axle
- Axle Capacity - Front: 7000
- Axle Capacity - Rear: 12880
- Axle Ratio (:1) - Front: 4.88
- Axle Ratio (:1) - Rear: 4.88
- Front Tire Order Code: TGJ
- Rear Tire Order Code: TGJ
- Spare Tire Order Code:
- Front Tire Size: LT225/70SR19.5
- Rear Tire Size: LT225/70SR19.5
- Spare Tire Size:
- Front Tire Capacity: 7500
- Rear Tire Capacity: 15000
- Revolutions/Mile 45 mph - Front: 647
- Revolutions/Mile 45 mph - Rear: 647
- Front Wheel Size: 19.5 X 6
- Rear Wheel Size: 19.5 X 6
- Spare Wheel Size:
- Front Wheel Material: Steel
- Rear Wheel Material: Steel
- Spare Wheel Material:
- Steering Type: Re-Circulating Ball
- Turning Diameter - Curb to Curb: 42.5
- Brake Type: 4-Wheel Disc
- Brake ABS System: 4-Wheel
- Brake ABS System (Second Line): 4-Wheel
- Disc - Front (Yes or): Yes
- Disc - Rear (Yes or): Yes
- Front Brake Rotor Diam x Thickness: 15.4
- Rear Brake Rotor Diam x Thickness: 15.8
- Drum - Rear (Yes or):
- Rear Drum Diam x Width:

- Fuel Tank Capacity, Approx: 40
- Aux Fuel Tank Capacity, Approx:
- Front Head Room: 40.8
- Front Leg Room: 43.9
- Front Shoulder Room: 66.7
- Front Hip Room: 62.5
- Wheelbase: 145
- Length, overall: 230.7
- Width, Max w/o mirrors: 80
- Height, overall: 82.6
- Overhang, Front: 38.3
- Overhang, Rear w/o bumper: 47.2
- Cab to Axle: 60
- Cab to End of Frame: 107.2
- Frame Width, Rear: 34.2
- Ground Clearance, Front: 8.5
- Ground Clearance, Rear: 8.5
- Seventh Gear Ratio (:1): 1.00
- Eighth Gear Ratio (:1): 0.85
- Model Group: F-Series Chassis
- Vehicle Segment: Chassis
- Vehicle Type: Standard Cab
- Body Cab Style: Standard Cab
- Engine Displacement Units: 6.7
- Engine Camshaft: OHV
- Engine Block Type: iron
- Engine Cylinder Count: 8
- Engine Valve Count: 4
- GVWR: 16,500 lb Payload Package
- Dual rear wheels
- Power door mirrors
- Heated door mirrors
- Turn signal indicator mirrors
- Trip computer
- Passenger vanity mirror
- Front reading lights
- Tilt steering wheel
- Telescoping steering wheel
- Illuminated entry
- Tachometer
- Overhead console
- Compass
- Outside temperature display

- Air Conditioning
- Power steering

- Steering wheel mounted audio controls
- Power windows
- Remote keyless entry
- AM/FM Stereo w/MP3 Player
- SYNC 4 Communications & Entertainment System
- 4 Speakers
- AM/FM radio
- Dual front impact airbags
- Rear anti-roll bar
- 4-Wheel Disc Brakes
- Front anti-roll bar
- Passenger cancelable airbag
- ABS brakes
- Dual front side impact airbags
- Overhead airbag
- Emergency communication system: SYNC 4 911 Assist
- Traction control
- Front Center Armrest w/Storage
- Panic alarm
- Wheels: 19.5" x 6" Argent Painted Steel
- Speed control
- Variably intermittent wipers
- Brake assist
- Delay-off headlights
- Fully automatic headlights
- 4.88 Axle Ratio
- Driver Air Bag
- Passenger Air Bag
- Passenger Air Bag On/Off Switch
- Front Side Air Bag
- Front Head Air Bag
- A/C
- AM/FM Stereo
- ABS
- Cruise Control
- Rear Wheel Drive
- Dual Rear Wheels
- 8 Cylinder Engine
- Turbocharged
- Diesel Fuel
- Daytime Running Lights
- Keyless Entry

- Power Door Locks
- Heated Mirrors
- Power Mirror(s)
- Power Steering
- Adjustable Steering Wheel
- Tires - Front All-Season
- Traction Control
- Power Windows
- Intermittent Wipers
- A/T
- MP3 Capability
- Variable Speed Intermittent Wipers
- Steering Wheel Audio Controls
- Immobilizer
- Automatic Headlights
- Integrated Turn Signal Mirrors
- Passenger Vanity Mirror
- Driver Adjustable Lumbar
- Transmission w/Dual Shift Mode
- Tow Hooks
- Trip Computer
- Bluetooth Connection
- Telematics
- Remote Engine Start
- Brake Assist
- Auxiliary Audio Input
- Wi-Fi Hotspot
- 10-Speed A/T
- Smart Device Integration

- Front Collision Mitigation

THIS PAGE MUST BE COMPLETED AND RETURNED WITH THE BID PROPOSAL FORMS

Specifications Compliance – Continued

Comments:

Bidder shall fully describe every variance, exception, and /or deviation. If none, please enter "NONE"

SPECIFICATIONS COMPLIANCE FORMS PREPARED BY:

BIDDER:_____

_____ _____

Signature Date

_____ _____

Name Printed Title

ATTACHMENT F

W-9

ATTACHMENT NO. 2

PFVT Motors LLC

Bid

PFVT MOTORS, LLC.
9130 West Bell Road
Peoria, AZ 85382
Wesley Boswell
Government Account Team
Direct: 480-696-5930

Quote

Date	6/19/2025
Valid Until	6/24/2025
Contract	CTR059322 - AZ STATE
PO	
Lead Time	2-4 Months

Customer:
City of West Covina
Jazmin Hernandez
(626) 939-8705
jhernandez@westcovina.org
Ford FIN: QC627

Invoice Address:
1444 W. Garvey Avenue S
Room 308
West Covina, CA 91790

Delivery Address:
1444 W. Garvey Avenue S
Room 308
West Covina

Customer unit number	Description		Line Total
2025-14	2026 F-450 (F4G) 4x2 Reg Chas Cab DRW	MSRP	$56,950.00
F450 4X2 CHASSIS CAB DRW/169$56550 169 INCH WHEELBASE$0 TOTAL BASE VEHICLE$56550 OXFORD WHITE$0 CLOTH 40/20/40 SEAT$100 MEDIUM DARK SLATE$0 PREFERRED EQUIPMENT PKG.650A$0 .XL TRIM$0 .AIR CONDITIONING -- CFC FREE$0 .AM/FM STEREO MP3/CLK$0 .7.3L DEVCT NA PFI V8 ENGINE$0 10-SPEED AUTO TORQSHIFT$0 225/70R19.5G BSW ALL POSITION$0 4.88 RATIO NON LTD SLIP AXLE$0	FORD FLEET SPECIAL ADJUSTMENT$0 16500# GVWR PACKAGE$0 50 STATE EMISSIONS$0 JOB #1 ORDER$0 TRAILER BRAKE CONTROLLER$300 SIRIUSXM W/360L (3 MOS TRIAL)$0 CONN PKG: 1 YR INCL W/FORD APP$0 SPECIAL DEALER ACCOUNT ADJUSTM$0 SPECIAL FLEET ACCOUNT CREDIT$0 FUEL CHARGE$0 NET INVOICE FLEET OPTION (B4A)$0 PRICED DORA$0 ADVERTISING ASSESSMENT$0 DESTINATION & DELIVERY$2195		
		Phase 1 discount applied 11.80%	-$6,720.10
		Ford Destination & Delivery	$2,195.00

Special Notes and Instructions
Arizona tax exempt with out of state delivery

Shipping to West Covina, CA 359 miles

Unit(s) will be ordered once approved

Vehicle Registration not included

Subtotal		$52,424.90
Sales Tax	9.75%	$5,111.43
Tire Tax	5	$11.65
Extended Warranty		$0.00
Flooring		$0.00
Freight / Delivery		$500.00
Docs & Registration		$254.00
Total Per Unit		$58,301.98
Quantity of Units		1
PO Total		**$58,301.98**

Signature
Print Name
Date

If you have any questions concerning this quote, contact Wesley Boswell

Thank you for your business!

ATTACHMENT NO. 3

QUOTES

Ken Grody Ford

Quote 1

Ken Grody FLEET DEPARTMENT | Ford

6211 Beach Blvd.
Buena Park, CA 90621
(714) 521-3110

INVOICE

Bill To

City of West Covina

INVOICE #6784
DATE: 6/23/2025

Contact: Renee Chavez

YEAR	MAKE	MODEL	VIN NUMBER	STK #	PO. NUMBER
2024	Ford	F450	1FDUF4GN4RDA36784		N/A



Make all checks payable to
Ken Grody Ford

Description	Cost
MSRP:	$56,020.00
Fleet Discount:	$1,000.00
GPC:	$0.00
Warranty:	$0.00
Doc Fee/DMV Fee:	$85.00
License Fee's:	$0.00
Sales Tax 9.75%:	$5,372.74
Customer Down Payment:	$0.00

Total Due: $60,477.74

Lien Holder Info.

Registration Info.(Ship To)

CITY OF WEST COVINA

If you have any questions regarding this invoice, contact Travis White

Cell (714) 906-9939 ~ travis@kengrodyford.com

Ken Grody FLEET DEPARTMENT | Ford

Puente Hills Ford

Quote 2

INVOICE

Puente Hills Ford
17340 Gale Ave
City of Industry, CA 91748

ajrodriguez@puentehillsford.com
626.723.7630
https://www.puentehillsford.com/

City of West Covina

Bill to
1444 West Garvey Avenue South
West Covina, CA, 91790
USA

Invoice details
Invoice no.: 1001
Invoice date: 06/23/2025
Due date: 07/23/2025

#	Product or service	Description	Qty	Rate	Amount
1.	New Vehicle	NEW FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169' WB 84' CA TRUCK CHASSIS	1	$61,070.00	$61,070.00
2.	FEE	DOC FEE	1	$85.00	$85.00
3.	FEE	EVR FEE	1	$34.00	$34.00
4.	FEE	CA EXEMPT PLATES	1	$0.00	$0.00
5.	FEE	TIRE FEE	1	$8.75	$8.75
6.	NOTES	Vehicle will be detailed, and fueled up with full tank and is available to be dropped off next business day once Purchase orders is received.	0	$0.00	$0.00

Subtotal	$61,197.75
Discount	-$2,925.00
Sales tax	$5,966.77
Shipping	$750.00
Total	$64,989.53

Norm Reeves

No Quote – Out of Stock

Renee Chavez

From: Jorge Velazquez <jorge.velazquez@normreeves.com>
Sent: Sunday, June 22, 2025 4:32 PM
To: Renee Chavez
Subject: Re: FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.
I am all sold out of F450 bare chassis

Jorge Velazquez
Norm Reeves Ford Cerritos
Commercial & Fleet Sales
562.335.7673

From: Renee Chavez <RChavez@westcovina.org>
Sent: Sunday, June 22, 2025 4:02 PM
To: Jorge Velazquez <jorge.velazquez@normreeves.com>
Subject: RE: FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS

Do you not have a 450?

Renée
Management Analyst I
City of West Covina
(626) 939-8788 Direct
rchavez@westcovina.org

From: Jorge Velazquez <jorge.velazquez@normreeves.com>
Sent: Sunday, June 22, 2025 4:01 PM
To: Renee Chavez <RChavez@westcovina.org>
Subject: Re: FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hello Renee, I currently have a F550 that matches your request.

Jorge Velazquez
Norm Reeves Ford Cerritos
Commercial & Fleet Sales
562.335.7673

From: Renee Chavez <RChavez@westcovina.org>
Sent: Sunday, June 22, 2025 12:27 PM
To: Jorge Velazquez <jorge.velazquez@normreeves.com>
Subject: FORD SUPER DUTY F-450 DRW XL 2WD REG CAB 169" WB 84" CA TRUCK CHASSIS

Jorge,

Do you have this vehicle or available in the next 30 days? Please advise as I need to have a quote/answer by 3 pm Monday.

Thank you!

Renée M. G. Chavez
Management Analyst I
City of West Covina
Public Works
825 So Sunset Avenue
West Covina, CA 91790
(626) 939-8788 Direct
rchavez@westcovina.org

Office Hours: Monday – Thursday from 6:30 a.m. – 4:30 p.m.
Closed every Friday and all major holidays

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ATTACHMENT NO. 4

RESOLUTION NO. 2025-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA, ADOPTING A BUDGET AMENDMENT FOR THE FISCAL YEAR COMMENCING JULY 1, 2025 AND ENDING JUNE 30, 2026 (TRUCK CHASSIS)

The City Council of the City of West Covina hereby finds and declares as follows:

WHEREAS, on June 3, 2025, the City Manager presented to the City Council a proposed budget for Fiscal Year 2025-26 in compliance with Section 2-151(m) of the West Covina Municipal Code; and

WHEREAS, the City held meetings and community workshops and conducted an online budget survey in order to solicit input from the public regarding the proposed budget; and

WHEREAS, on June 17, 2025, the City Council adopted a budget for the 2025-26 Fiscal Year; and

WHEREAS, amendments must periodically be made to the budget to conform to changed circumstances following adoption of the budget.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF WEST COVINA, CALIFORNIA DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The City Council hereby approves Budget Amendment No. 2026-03, attached hereto as Exhibit A, for Fiscal Year 2025-26.

SECTION 2. The City Clerk shall certify to the adoption of this resolution and shall enter the same in the book of original resolutions and it shall become effective immediately.

APPROVED AND ADOPTED this 19th day of August, 2025.

_____

Tony Wu
Mayor

APPROVED AS TO FORM

Thomas P. Duarte
City Attorney

ATTEST

Monique S. De La Rosa
Deputy City Clerk

I, MONIQUE S. DE LA ROSA, DEPUTY CITY CLERK of the City of West Covina, California, do hereby certify that the foregoing Resolution No. 2025-65 was duly adopted by the City Council of the City of West Covina, California, at a regular meeting thereof held on the 19th day of August, 2025, by the following vote of the City Council:

AYES:
NOES:
ABSENT:
ABSTAIN:

Monique S. De La Rosa
Deputy City Clerk

Exhibit A

City of West Covina
Fiscal Year 2025-26
Budget Amendment No. 2026-03
Hydraulic Driven Airless Pump Spray System Budget Increase

Fund No. - Name	Current Budget	Proposed Amendment	Amended Budget
Fund 235-Measure M			
Revenue	2,845,000		2,845,000
Expenditures	5,262,314	90,000	5,352,314
Net Change in Fund Balance	**(2,417,314)**	**90,000**	**(2,507,314)**
EXPENDITURE TOTAL INCREASE		**90,000**	

AGENDA ITEM NO. 16

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: REVIEW OF STREET SWEEPING PROGRAM AND STRATEGIES

RECOMMENDATION:

It is recommended that the City Council provide direction.

BACKGROUND:

The City of West Covina provides street sweeping services for approximately 463 curb miles of roadway through an agreement with a third-party vendor, Nationwide Environmental Services ("Nationwide"). Street sweeping is a vital public service that helps clean the community, remove trash and debris, and support compliance with water and air quality regulations.

Community meetings were held on June 12, 17, and 26, 2023, as well as on October 19, 2023, to discuss potential changes to the existing street sweeping program.

On November 7, 2023, staff presented an update on the street sweeping program to the City Council for consideration. However, due to additional information being requested, the item was tabled and later brought back to the City Council on December 5, 2023. During that meeting, the City Council directed staff to transition from a bi-weekly street sweeping schedule to a weekly schedule. As part of the new program, staff were also directed to update the Municipal Code, install signage restricting parking during street sweeping days within designated 4-hour windows throughout the City, and expand the responsibilities of Public Safety (formerly Code Enforcement) to include street sweeping enforcement. This enforcement component ensures full access to curbs and streets, allowing them to be swept and cleaned effectively.

On October 15, 2024, the City Council awarded a contract for the installation of street sweeping signs to a third-party vendor in the amount of $351,095.00, with a 15% contingency ($52,664.25), bringing the total project budget to $403,759.25. Additionally, the City Council authorized staff to purchase signage and mounting equipment for the new street sweeping restriction signage in the amount of $734,992.87.

On February 4, 2025, the City Council adopted Ordinance No. 2526, which amended Chapter 22 (Traffic Regulations) of the West Covina Municipal Code to update street sweeping regulations and enforcement provisions. At the same meeting, the City Council adopted Resolution No. 2025-10, which established when and where the “No Parking on Street Sweeping Days” regulations would be implemented within the City.

On February 19, 2025, staff issued a Notice to Proceed to the awarded contractor for the installation of street sweeping signage throughout the City. As part of this project, signs restricting parking during the designated 4-hour street sweeping windows were installed across applicable areas.

On July 15, 2025, the City Council authorized staff to purchase vehicles to support street sweeping enforcement. This purchase included four 2025 Ford F-150s and two 2025 Ford Explorers, which will be used by Public Safety as part of the enforcement fleet for the City's street sweeping program.

Finally, staff has negotiated an amendment to the agreement with Nationwide. Such amendment is presented for the Council's consideration through a separate staff report at the August 19, 2025 meeting.

DISCUSSION:

Since the start of the street sweeping signage installation throughout the City, staff have received ample feedback from residents, both in support of the program and raising concerns. Supportive feedback has included observations of cleaner streets and fewer abandoned vehicles, as vehicles are now required to move on sweeping days. Conversely, some residents have expressed concerns regarding limited parking availability during the designated street sweeping periods.

Under the current program, the City is divided into five zones, each scheduled for sweeping the day after its designated trash collection day. Within each zone, streets are further subdivided into three 4-hour time slots during which on-street parking is restricted. These time slots are 7:00 a.m.–11:00 a.m., 10:00 a.m.–2:00 p.m., and 1:00 p.m.–5:00 p.m. Additionally, staff identified areas with high-density housing that require an alternative approach. In these areas, an alternate side street sweeping schedule was implemented to accommodate the higher volume of parked vehicles better.

Based on the input received from residents and direction from the City Council, staff have evaluated alternative program options for the Council's consideration. These options aim to address community concerns while maintaining an effective street cleaning program that complies with air and water quality regulations.

The following three program options have been prepared for consideration:

1. Revise the program to include alternate side sweeping routes and restrictions.
2. Continue with the approved same-side, zone-based street sweeping routes and restrictions.
3. Address residents' concerns on a case-by-case basis.

Option 1: Revise Program to Include Alternate Side Sweeping Routes and Restrictions

In response to resident concerns about no-parking restrictions on both sides of the street during sweeping hours, staff have evaluated the feasibility and cost of modifying the program to implement alternate-side street sweeping. This would allow sweeping on one side of the street on one day, and the opposite side on another, thereby preserving on-street parking availability for residents.

As part of the original project, a total of 5,195 signs were ordered and installed throughout the City. During implementation, it was determined that additional signage would improve public awareness, and 125 more signs were procured and installed. This brought the total number of signs to 5,320. Each sign currently displays the designated day and time restriction printed directly onto the sign face.

Our current street sweeping contractor services the Cities of South Gate, Huntington Park, and Cudahy that provide alternative side sweeping routes. In these communities, where population density is high and geographic size is small, this approach can be effective, provided it is closely coordinated with the waste hauler's schedule. In these cities, waste haulers also operate on an alternate side/alternate day schedule, which prevents services from overlapping and ensures access to the curb face. Without

coordination, overlapping services may result in resident confusion, traffic hazards, and incomplete sweeping.

West Covina differs significantly from these cities:

City	Sq. Mi.	Population	Density per square mile
West Covina	16	107,000	6,687
South Gate	7	92,000	13,143
Huntington Park	3	54,000	18,000
Cudahy	1.2	23,000	19,167

Areas of higher density within the City of West Covina have already been accounted for through an alternate side/alternate day parking schedule on the affected streets.

Several additional considerations should be noted:

1. Operational Efficiency & Cost - Alternate side/alternate day sweeping is less efficient and more costly. It requires returning to the same street on two separate days, increasing “deadhead” time (travel without sweeping), leading to nearly double the annual mileage driven, fuel consumption, labor hours, and wear on equipment.

2. Equipment & Staffing Needs - A city the size of West Covina would require additional sweepers and more staffing to maintain the schedule.

3. Parking Enforcement Impact - Enforcement would need to dedicate more hours to ensure compliance, further increasing operational costs.

4. Resident Impact - Residents would need to move vehicles twice each week, increasing the likelihood of parking violations, complaints, and confusion.

To accommodate alternate side restrictions in a cost-effective manner, staff propose using custom stickers that can be affixed over the existing signage to indicate the alternate side restriction schedule. Based on the number of signs, it is estimated that each sticker will cost $16.60, resulting in a total estimated cost of $86,237 for sticker fabrication and installation. This cost does not include tax and fees, as we are awaiting the Council's direction. Additionally, we would like to highlight that this number can increase or decrease depending on the final route proposed by Nationwide, which may include an alternating route.

In addition to updating the signage, the third-party street sweeping vendor, Nationwide, would need to revise its current sweeping routes. Due to the decreased operational efficiency associated with alternate side sweeping, the City would incur additional service costs. It is estimated that the annual cost for these services would increase by $935,124. An amendment to the agreement with Nationwide would be needed to implement these changes.

Furthermore, the City will need to amend the street sweeping restriction times and locations through a new resolution to reflect the revised enforcement schedule.

The total estimated implementation cost to transition from same-side sweeping to alternate-side sweeping, including required public safety vehicles, equipment, and staff, would be $1,033,310 for the first year which would cover updates to signage, an increase in the annual cost through the street sweeping agreement, and additional enforcement staffing. After the first year, it is estimated the cost to transition from same-side sweeping to alternate-side sweeping would be $1,092,124 annually.

LEGAL REVIEW:

The City Attorney's Office has reviewed the staff report.

OPTIONS:

The City Council has the following options:

1. Revise the street sweeping program to be alternate side alternate day by directing the Acting City Manager to negotiate with Nationwide and present an amendment to the agreement between the City and Nationwide to the City Council for its approval at a future City Council meeting, order stickers to revise the installed signage, and prepare a resolution to update the street sweeping parking restrictions; or
2. Continue with the current same-day street sweeping program; or
3. Direct City staff to address street sweeping concerns on a case-by-case basis; or
4. Provide alternative direction.

Prepared by: Milan Mrakich, Acting City Manager
Additional Approval: Roxanne E. Lerma, Assistant City Manager

---

Fiscal Impact

FISCAL IMPACT:

The fiscal impact will be dependent on the direction provided by the City Council. The table below provides the estimated additional costs to revise the current street sweeping program to alternate side, alternate days as proposed.

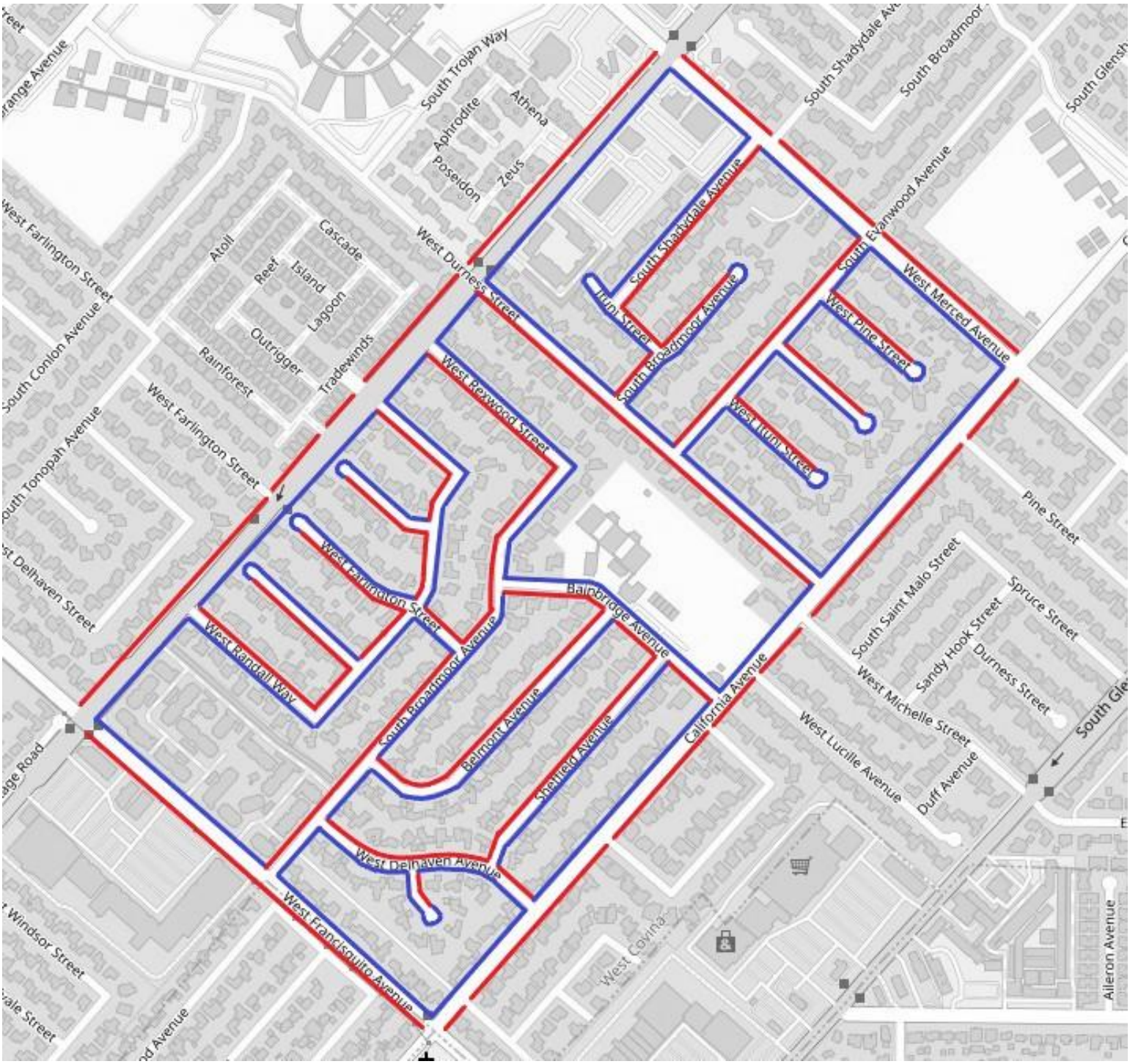
Program	One-Time	Recurring	First-Year Total	Funding Source
Signage Update	$86,237		$86,237	General Fund & Measure M/R
Increased Contract		$935,124	$467,562	General Fund & Measure M/R
Staffing		$157,000	$78,500	General Fund & Measure M/R
Equipment	$401,011		$401,011	General Fund & Measure M/R
Total	$487,248	$1,092,124	$1,033,310	

FISCAL IMPACT:

Attachments

Attachment No. 1 Current Weekly Street Sweeping Route
Attachment No. 2 Sample Alternate Side Steet Sweeping Route

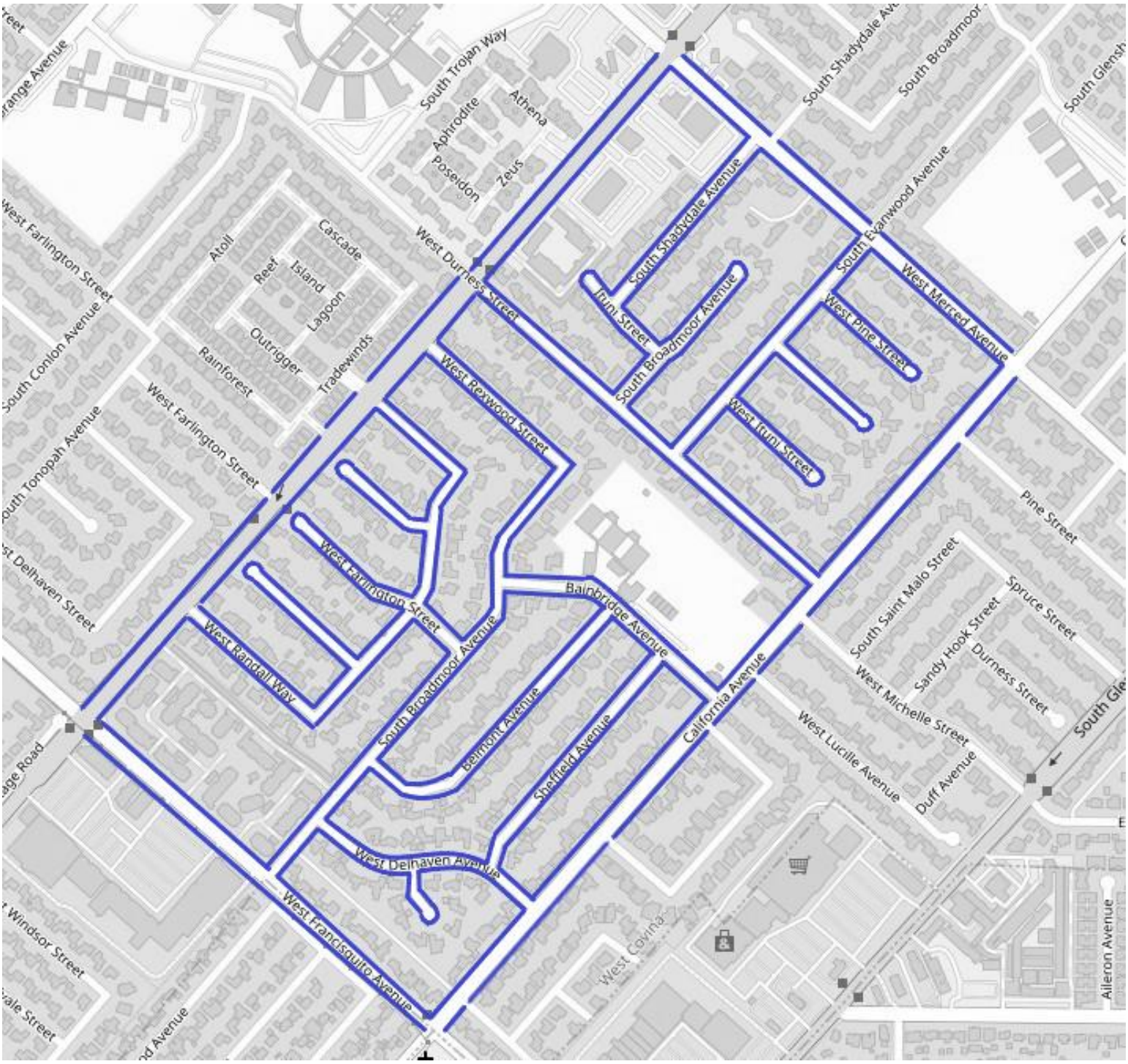
CITY COUNCIL GOALS & OBJECTIVES: A Well-Planned Community
Enhance City Image and Effectiveness



□ Day 1

□ Day 2

Alternate Side/Alternate Day



☐ Day 1

Standard Same Day Route

AGENDA ITEM NO. 17

AGENDA STAFF REPORT

City of West Covina | Office of the City Manager

DATE: August 19, 2025

TO: Mayor and City Council

FROM: Milan Mrakich, Acting City Manager

SUBJECT: **PRESENTATION AND UPDATE ON CITY COUNCIL REQUESTED AUDIT OF CITY PARTNERED SPECIAL EVENTS WITH NON-PROFIT ORGANIZATIONS**

RECOMMENDATION:

It is recommended that the City Council receive and file the report.

BACKGROUND:

At the June 17, 2025, City Council Meeting, the City Council requested a presentation and audit of City-partnered special events with non-profit organizations.

DISCUSSION:

City staff will provide a presentation and status update of the City Council's requested audit of city-partnered special events that the City of West Covina hosts with local non-profit organizations.

OPTIONS:

It is recommended that the City Council receive and file this report.

Prepared by: Roxanne E. Lerma, Assistant City Manager

Attachments

Attachment No. 1 Presentation and Update on City Council Requested Audit of City Partnered Special Events with Non-Profits

CITY COUNCIL GOALS & OBJECTIVES:
Achieve Fiscal Sustainability and Financial Stability
A Creative and Active Community
A Well-Planned Community
Maintain Good Intergovernmental Relations
Enhance City Image and Effectiveness

ATTACHMENT NO. 1

PRESENTATION AND UPDATE ON CITY COUNCIL REQUESTED AUDIT OF CITY PARTNERED SPECIAL EVENTS WITH NON-PROFIT ORGANIZATIONS

AUGUST 19, 2025



CITY PARTNERED AND SUPPORTED EVENTS

The City of West Covina continues to strengthen community engagement by partnering with local nonprofit organizations to host special events that range in size and scope. These include:

- The Easter Extravaganza, in partnership with the Kiwanis Club of West Covina.
- The Moon Festival, in partnership with the Chinese American Association of West Covina (CAAWC).
- Kiwanis Kartoberfest, held in conjunction with the City's Festival of Frights.
- Children's Christmas Parade & Santa's Village, in partnership with the Kiwanis Club of West Covina.
- Non-Profit Facility Use without MOU's.

REQUEST FOR PRESENTATION AND AUDIT

- At the June 17, 2025, City Council Meeting, the City Council formally requested a presentation and audit of expenditures related to community events conducted in partnership with nonprofit organizations.
- The City partnered events identified for this review and audit are those for which the City entered into a Memorandum of Understanding (MOU) or had a facility use involving City coordination.
- Those non-profits were contacted to provide financial and programming information for the purpose of this report.
- In response, this presentation provides a preliminary overview of event-related activity for the years 2022 through 2024.







EASTER EGGSTRAVAGANZA AT CORTEZ PARK & DEL NORTE PARK

EASTER EGGSTRAVAGANZA

- Annual event offering family-focused activities with egg hunts, food trucks, crafts, activities, and entertainment.
- Co-hosted with Kiwanis and supported by City staff.
- The event is held in two locations; Cortez Park and Del Norte Park.
- An MOU is entered into with city providing the facilities, staff, activities, supplies, and entertainment, The Kiwanis provides volunteers, activities, and supplies at the organization's expense.



EASTER EGGSTRAVAGANZA FINANCIALS

	2022	2023	2024
Kiwanis Income Sponsorships	$2000	$2,000	$2,500
Kiwanis Expenses	$500	$2,799	$1, 026
Kiwanis Volunteers	10 to 15 adult volunteers at each location (2 locations)	10 to 15 adult volunteers at each location (2 locations)	10 to 15 adult volunteers at each location (2 locations)
City Income Vendor Fees	$1,700	$1,000	$750
City Pay-roll Expenses	Calculation unavailable	Calculation unavailable	Calculation unavailable
City Non-Payroll Expenses	Calculation unavailable	$19,500	$20,200







KARTOBER-FEST

KARTOBER-FEST

- Emerging fall event featuring car displays held in conjunction with the City's Festival of Frights.
- Kartober Fest was a stand-alone event in 2022 and 2023 with city expenses related to staff. In 2024 the event was held in conjunction with the City's already budgeted and established Festival of Frights.
- An MOU is entered into with city providing the street closures. The Kiwanis organize the car show participants along with providing volunteers, activities, pre planning, and supplies at the organization's expense.



KARTOBER-FEST

	2022	2023	2024
Kiwanis Income Sponsorships	$1,000	$2,000	$2,500
Kiwanis Income Fees	$500	$1714	$1,459
Kiwanis Expenses	$2,175	$3,980.28	$2,521
Kiwanis Volunteers	10 adults and 30 student volunteers	10 adults and 30 student volunteers	10 adults and 30 student volunteers
City Income Donation	$775- From Kiwanis		
City Pay-roll Expenses	Calculation unavailable	Calculation unavailable	This event was held in conjunction with Festival of Frights
City Non-Payroll Expenses	Calculation unavailable	None	This event was held in conjunction with Festival of Frights







CHILDREN'S CHRISTMAS PARADE & SANTA'S VILLAGE

CHILDREN'S CHRISTMAS PARADE & SANTA'S VILLAGE

- Hosted annually in partnership with the Kiwanis Club of West Covina
- Activities include parade floats, Santa's Village, vendor booths, petting zoo, and holiday music
- An MOU is entered into with city providing the facilities, staff, activities, street closure, and supplies. The Kiwanis organize the parade and Santa's Village vendors, along with providing volunteers, activities, preplanning, and supplies at the organization's expense.



CHILDREN'S CHRISTMAS PARADE & SANTA'S VILLAGE FINANCIALS

	2022	2023	2024
Kiwanis Income Sponsorships	$8, 200	$11,500	$8, 500
Kiwanis Income Vendor Fees	$500	$650	$1, 450
Kiwanis Expenses	$8, 700	$12, 324	$9, 475
Kiwanis Volunteers	15 adults and 40 students	15 adults and 40 students	15 adults and 40 students
City Income Donation		$2,000 – From Kiwanis	
City Pay-roll Expenses	Calculation unavailable	Calculation unavailable	Calculation unavailable
City Non-Payroll Expenses	Calculation unavailable	$9,300	$9,700







MOON FESTIVALS

MOON FESTIVALS

- One- day event in 2023 and expanded to a two-day event in 2024 with 200+ vendors, entertainment, and partners.
- CAAWC donated $5,000 to the West Covina Community Services Foundation and $5, 000 from the Qingdao General Chamber of Commerce donated to the West Covina Community Services Foundation.
- MOU is entered into for the Moon Festivals with the city providing staff, street closures, assisted with coordination, supplies, activities and some entertainment. CAAWC to provide volunteers, coordinate vendors, permit applications, entertainment, supplies and equipment., event organization and preplanning, etc.



MOON FESTIVAL

	2022	2023	2024
CAAWC Sponsorships			
CAAWC Income Fees			
CAAWC Expenses			
CAAWC Volunteers			
City Income Donation			$5,000 From CAAWC $5,000 From Qingdao General Chamber of Commerce
City Pay-roll Expenses		$13,124.47	$64,915.46
City Non-Payroll Expenses		$18,737.75	56,143.25







NON-PROFIT FACILITY USE FOR EVENTS SUPPORTED BY THE CITY

NON-PROFIT FACILITY USE WITHOUT MOU'S

- One –day facility use by non-profits with minor city support no MOU's for these events.
- West Covina non-profits or regional non-profits that provide service to West Covina may have permits and fees related to one event waived once per fiscal year.
- Kiwanis Student Government Day 2022, 2023, 2024.
- Film-It West Covina Film Festival 2022, 2023, 2024.
- CAAWC 2022 Installation Dinner.
- Through this process, the City Staff identified additional collaborations with non-profits that may be considered in a follow up report.

FACILITY USE REQUESTS WITH CITY SUPPORT

	2022	2023	2024
Kiwanis Student Government Day	$250	$250	$250
Kiwanis Expenses	$450	$450	$250
Kiwanis Volunteers	8 to 10 Adult Volunteers	8 to 10 Adult Volunteers	8 to 10 Adult Volunteers
Film It West Covina Film Festival			
CAAWC Installation Dinner			

CONTEXT TO CURRENT STANDINGS

This information provides context to the current standings, helping to clarify how they were derived and what factors have influenced them.

- The information presented from the non-profit is based on self-reported data voluntarily provided by the non-profit organizations at the City's request
- The 2022 events are part of the previous software system the City was using. Compiling this information will require additional time.
- Formal fiscal tracking was not in place for some events, as project accounting did not begin until the end of 2023 and is inconsistent throughout 2024. Compiling this information will require additional time.
- At the time of this report, one non-profit organization has provided the requested financial documents and information.
- Financials, cost breakdowns, and other requested information are still pending from the remaining non-profits.
- Currently, the City does not formally track the value of fee waivers granted for facility use and permit fees.

POSSIBLE NEXT STEPS AND CONSIDERATIONS

- Move forward with a third-party audit of the non-profit that provided the information.
- Request the information once more from remaining non-profits.
- Review and report back on the amounts the City has waived in facility use and permit fees for non-profit organizations whose activities are not part of formal or semi-formal City partnerships or collaborations.
- Identify the City's expenses related to the events that were not accounted by project and provide the information in a follow-up report.

QUESTIONS

