

# CITY OF ARCADIA

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## City Council Regular Meeting Agenda



**Tuesday, May 16, 2023, 5:00 p.m.**

**Location: City Council Conference Room, 240 W. Huntington Drive, Arcadia**

Pursuant to the Americans with Disabilities Act, persons with a disability who require a disability related modification or accommodation in order to participate in a meeting, including auxiliary aids or services, may request such modification or accommodation from the City Clerk at (626) 574-5455. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to assure accessibility to the meeting.

根据《美国残障人法案》，需要调整或提供便利设施才能参加会议的残障人士（包括辅助器材或服务）可与市书记官办公室联系（电话：(626) 574-5455）。请在会前 48 小时通知市书记官办公室，以便作出合理安排，确保顺利参加会议。

Pursuant to the City of Arcadia's Language Access Services Policy, limited-English proficient speakers who require translation services in order to participate in a meeting may request the use of a volunteer or professional translator by contacting the City Clerk's Office at (626) 574-5455 at least 72 hours prior to the meeting.

根据阿凯迪亚市的语言便利服务政策，英语能力有限并需要翻译服务才能参加会议的人可与市书记官办公室联系（电话：(626) 574-5455），请求提供志愿或专业翻译服务，请至少在会前 72 小时提出请求。

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### How to Submit Public Comment:

Members of the Public who wish to submit public comment may do so using one of the following methods. Public comment is limited to the time and words allotted.

1. **In-Person:** Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk prior to the meeting, or simply come to the podium when the Mayor asks for those who wish to speak. Speakers shall be limited to five (5) minutes per person. At the Mayor's discretion, the time limit may be shortened to allow all speakers to address the City Council.

Electronic submission of Public Comment is also available via the City's website or by email as noted below. Public Comment submitted electronically will not be read into the record at the posted meeting time but are forwarded to the City Council prior to the meeting for consideration.

1. **Website:** Please submit your comments using our online public comment form at [ArcadiaCA.gov/comment](https://ArcadiaCA.gov/comment). Your comments must be received at least 30 minutes prior to the posted meeting time.
2. **Email:** Please submit your comments via email to [CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov). Your comments must be received at least 30 minutes prior to the posted meeting time.

### 如何提交公众评论意见：

公众成员可以使用以下任何一种方法提交公众评论意见。请在时间和字数的限制范围内提交公众评论意见。

1. **亲自出席：**填写一张发言人卡片，注明议程项目编号，然后在会议开始前提交给市书记官，或者在市长询问公众发言时，直接到讲台上发言。每位发言人的发言时间不得超过五（5）分钟。市长可自行决定缩短发言限制时间，以便允许所有发言人向市议会表达自己的意见。

亦可按照以下方法在本市网站上或通过电子邮件以电子方式提交公众评论意见。以电子方式提交的公众评论意见不会在公布的会议期间读入记录，但会在会议开始前转交给市议会，供市议会考虑。

1. **网站：**请使用以下网站中刊载的在线公众评论意见表提交您的评论意见：[ArcadiaCA.gov/comment](http://ArcadiaCA.gov/comment)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。
2. **电子邮件：**请将您的评论意见通过电子邮件发送至：[CityClerk@ArcadiaCA.gov](mailto:CityClerk@ArcadiaCA.gov)。必须在公布的会议时间前至少提前 30 分钟提交评论意见。

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## CALL TO ORDER

### ROLL CALL OF CITY COUNCIL MEMBERS

Paul P. Cheng, Mayor  
April A. Verlato, Mayor Pro Tem  
Michael Cao, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

### PUBLIC COMMENTS (5-minute time limit each speaker)

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

### STUDY SESSION

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2023-25, and Proposed Capital Improvement and Equipment Plan for Fiscal Years 2023-28.  
CEQA: Not a Project  
Recommended Action: Provide Direction
- b. Report, discussion, and direction regarding the creation of a City Health Commission.  
CEQA: Not a Project  
Recommended Action: Provide Direction

**Regular Meeting  
City Council Chambers, 7:00 p.m.**

**1. CALL TO ORDER**

**2. INVOCATION**

Pastor Terrence Shay, First Chinese Baptist Church of Walnut/Arcadia Resident

**3. PLEDGE OF ALLEGIANCE**

**4. ROLL CALL OF CITY COUNCIL MEMBERS**

Paul P. Cheng, Mayor  
April A. Verlato, Mayor Pro Tem  
Michael Cao, Council Member  
Sharon Kwan, Council Member  
Eileen Wang, Council Member

**5. REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS**

**6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

**7. PRESENTATIONS**

- a. Presentation of Mayor's Certificate to Arcadia resident Wesley Beverlin for 30 years of service to the LA County Sanitation Districts.
- b. Presentation of the 2023 Arcadia Beautiful Spring Home Awards.
- c. Presentation by LA Metro for the I-210 Soundwall Package 10 – a new decorative soundwall along the I-210 Freeway from Santa Anita Avenue to Baldwin Avenue in Arcadia.

**8. PUBLIC COMMENTS (5-minute time limit each speaker)**

Any person wishing to speak before the City Council is asked to complete a Speaker Card and provide it to the City Clerk prior to the start of the meeting. Each speaker is limited to five (5) minutes per person, unless waived by the City Council. Under the Brown Act, the City Council is prohibited from discussing or taking action on any item not listed on the posted agenda.

**9. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK (including reports from the City Council related to meetings attended at City expense [AB 1234]).**

**10. CONSENT CALENDAR**

All matters listed under the 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 a member of the City Council, staff, or the public requests that a specific item be removed from the Consent Calendar for separate discussion and action.

- a. Special Meeting Minutes of April 26, 2023, Regular Meeting Minutes of May 2, 2023, and Special Meeting Minutes of May 8, 2023.  
CEQA: Not a Project  
Recommended Action: Approve
- b. Resolution No. 7494 approving participation in Year 3 of the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; identifying proposed activities for \$799,154 in PLHA Funding; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority (“LACDA”).  
CEQA: Not a Project  
Recommended Action: Adopt
- c. Resolution No. 7495 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and authorizing a supplemental budget appropriation for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$8,320, offset by a \$8,320 reduction in the American Rescue Plan Act (“ARPA”) Fund; and approving a Purchase Order with Stryker Sales, LLC for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$60,320.  
CEQA: Not a Project  
Recommended Action: Adopt and Approve
- d. Resolution No. 7496 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and approving a supplemental budget appropriation in the amount of \$62,022 from the Equipment Replacement Reserve Fund for the purchase of a new 2023 Ranger Crew XP 1000 Northstar Ultimate Utility Terrain vehicle from Polaris Sales, Inc.  
CEQA: Not a Project  
Recommended Action: Adopt and Approve
- e. Resolution No. 7497 amending the Fiscal Year 2022-23 Operating Budget authorizing a supplemental budget appropriation for the purchase of fireworks at the 2023 Patriotic Festival in the amount of \$20,000, offset by a reduction in the General Fund Reserve; and waiving expenses related to police and fire support for the 2023 Patriotic Festival.  
CEQA: Exempt  
Recommended Action: Adopt
- f. Professional Services Agreement with Bateman Community Living, LLC d.b.a. Trio Community Meals to provide the Senior Meals Program for Fiscal Year 2023-24 in an amount not to exceed \$103,700.  
CEQA: Not a Project  
Recommended Action: Approve
- g. Accept all work performed by 316 Engineering and Construction Co., Inc. for the Valve Replacement Project as complete.  
CEQA: Exempt  
Recommended Action: Approve
- h. Accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project as complete.  
CEQA: Exempt  
Recommended Action: Approve

## **11. ADJOURNMENT**

The City Council will adjourn this meeting to June 6, 2023, 6:00 p.m. at the City Council Conference Room.

## Welcome to the Arcadia City Council Meeting!

The City Council encourages public participation, and invites you to share your views on City business.

**MEETINGS:** Regular Meetings of the City Council are held on the first and third Tuesday of each month at 7:00 p.m. in City Council Chambers. A full City Council agenda packet with all backup information is available at City Hall, the Arcadia Library, and on the City's website at [www.ArcadiaCA.gov](http://www.ArcadiaCA.gov). Copies of individual Agenda Reports are available via email upon request ([CityClerk@ArcadiaCa.gov](mailto:CityClerk@ArcadiaCa.gov)). Documents distributed to a majority of the City Council after the posting of this agenda will be available for review at the Office of the City Clerk, 240 W. Huntington Drive, Arcadia, California. Live broadcasts and replays of the City Council Meetings are on cable television. Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice as previously described.

**PUBLIC PARTICIPATION:** Your participation is welcomed and invited at all City Council meetings. Time is reserved at each regular meeting for those in the audience who wish to address the City Council. The City requests that persons addressing the City Council refrain from making personal, slanderous, profane, or disruptive remarks. Where possible, please submit a **Speaker Card** to the City Clerk prior to your comments, or simply come to the podium when the Mayor asks for those who wish to speak, and state your name and address (optional) for the record. Please provide the City Clerk with a copy of any written materials used in your address to the City Council as well as 10 copies of any printed materials you would like distributed to the City Council. The use of City equipment for presentations is not permitted.

**MATTERS NOT ON THE AGENDA** should be presented during the time designated as "PUBLIC COMMENTS." In general, each speaker will be given five (5) minutes to address the City Council; however, the Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers time to address the City Council. **By State law, the City Council may not discuss or vote on items not on the agenda. The matter will automatically be referred to staff for appropriate action or response or will be placed on the agenda of a future meeting.**

**MATTERS ON THE AGENDA** should be addressed when the City Council considers that item. Please indicate the Agenda Item Numbers(s) on the **Speaker Card**. Your name will be called at the appropriate time and you may proceed with your presentation within the five (5) minute time frame. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council.

**PUBLIC HEARINGS AND APPEALS** are items scheduled for which public input is either required or desired. Separate and apart from the applicant (who may speak longer in the discretion of the City Council), speakers shall be limited to five (5) minutes per person. The Mayor, at his/her discretion, may shorten the speaking time limit to allow all speakers to address the City Council. The applicant may additionally submit rebuttal comments.

**AGENDA ITEMS:** The Agenda contains the regular order of business of the City Council. Items on the Agenda have generally been reviewed and investigated by the City Staff in advance of the meeting so that the City Council can be fully informed about a matter before making its decision.

**CONSENT CALENDAR:** Items listed on the Consent Calendar are considered to be routine by the City Council and will be acted upon by one motion. There will be no separate discussion on these items unless a member of the City Council, Staff, or the public so requests. In this event, the item will be removed from the Consent Calendar and considered and acted on separately.

**DECORUM:** 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 proceedings, including but not limited to, conduct that prevents other members of the audience from being heard when it is their opportunity to speak or which prevents members of the audience from hearing or seeing the proceedings. 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. All persons attending the meeting are expected to adhere to the City's policy barring harassment based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, sexual orientation, or age. The Chief of Police, or such member or members of the Police Department, shall serve as the Sergeant-at-Arms of the City Council meeting. The Sergeant-at-Arms shall carry out all orders and instructions given by the presiding official for the purpose of maintaining order and decorum at the meeting. Any person who violates the order and decorum of the meeting may be placed under arrest and such person may be prosecuted under the provisions of Penal Code Section 403 or applicable Arcadia Municipal Code section.

# 欢迎参加阿凯迪亚市议会会议！

市议会鼓励公众参与，并邀请您分享对城市管理的看法。

**会议：**市议会定期会议于每个月第一个和第三个星期二下午七时在市议会会议厅举行。在市政厅、阿凯迪亚图书馆和市政府网站（[www.ArcadiaCa.gov](http://www.ArcadiaCa.gov)）可以找到包含所有相关信息的完整市议会议程。单独的议程报告可应请求通过电子邮件索取（[CityClerk@ArcadiaCa.gov](mailto:CityClerk@ArcadiaCa.gov)）。至于在发布该议程后向市议会多数成员分发的文件，公众可在阿凯迪亚市书记官办公室查阅，地址：240 W. Huntington Drive, Arcadia, California。市议会会议实况将通过有线电视进行现场直播和回放。如在以往的通知中所提示，如果您参加这次公开会议，您的图像和/或声音可能被录下并播出。

**公众参与：**市议会欢迎并邀请您参加市议会的所有会议。在每次定期会议上都为那些希望在会上发言的市民留出时间。市政府要求在市议会发言的人杜绝个人攻击、诽谤、亵渎或破坏性言论。如有可能，请在发表意见之前向市书记官提交一张**发言卡**，亦可在市长宣布自由发言时直接上台发言，并说出您的姓名和地址（如果您愿意），以便制作会议记录。请向市书记官提供一份您在发言中使用的任何书面材料，以及 10 份您希望分发给市议会的任何印刷材料。不允许把市政府设备用于准备发言内容。

**议程之外的事项**应当在指定的“公众评议”时间提出。在一般情况下，每位发言者将有五（5）分钟时间向市议会陈述意见，但市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。**根据州法，市议会不得讨论或表决未列入议程的事项。此类事项将自动转给工作人员采取适当行动或作出回应，或将其列入未来会议的议程。**

**列入议程的事项**应当在市议会审议该事项时讨论。请在**发言卡**上标明事项的议程编号。在适当的时间会叫到您的名字，您可以在五（5）分钟时限内发言。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。

**公开听证和上诉**是为需要或希望征求公众意见的事项安排的日程。除申请人外（市议会可酌情决定延长申请人的发言时间），每位发言人的发言不得超过五（5）分钟。市长可酌情缩短发言时限，以便让所有希望发言的人都有机会发言。申请人还可以另外提交反驳意见。

**议程事项：**议程包含市议会的例行议题。一般而言，由市政府工作人员在会议前对议程中的事项进行审查和调查，以便市议会在作出决定之前能够充分了解情况。

**同意日历：**在同意日历上列出的事项被市议会视为例行公事，并将通过一项动议采取行动。除非市议员、工作人员或公众提出请求，否则不会对这些事项进行单独讨论。如果有人提出请求，该事项将从同意日历中删除，单独进行审议和采取行动。

**行为规范：**尽管市民可对市政府的政策和市议会或其成员的行动或拟议行动自由地提出批评，但不得出现干扰会议正常秩序的行为，包括但不限于在别人的发言时间内阻止别人发言，或妨碍公众听到发言内容或看到议程进展状况。市民亦不得威胁进行身体伤害或以可能被合理理解为作出身体伤害紧迫威胁的方式行事。所有出席会议的人都必须遵守市政府的反骚扰政策，禁止基于个人种族、宗教信仰、肤色、原国籍、祖籍、身体残障、疾病、婚姻状况、性别、性取向或年龄骚扰他人。警察局长或警察局其他成员将担任维持市议会会议秩序的保安官。保安官将执行会议主持人的一切命令和指示，以维持会议秩序和行为规范。对任何违反会议秩序和行为规范的人可执行拘捕，并可能根据《刑法典》第 403 条或《阿凯迪亚市政法典》相关条款提出起诉。

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
WEDNESDAY, APRIL 26, 2023**

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**CALL TO ORDER** – Mayor Cheng called the Special Meeting to order at 4:03 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng  
ABSENT: None

**PUBLIC COMMENTS** – no one appeared.

**STUDY SESSION (OPEN TO THE PUBLIC)**


- a. Consideration, discussion and establishment of goals and priorities.

The City Council met to discuss goals, working relationships, and collaboration. A discussion ensued regarding goals and priorities for the upcoming year and staff responded to various questions, comments, and suggestions.

Mayor Cheng re-opened the public comment period to allow a member of the public to speak.

Susan Guo, Homeless Stakeholders Ad Hoc Committee member, appeared and spoke about the homelessness issue in Arcadia; she stated that she believes the committee has made progress and has been taking some action, but that this will take time.

The City Council provided general direction and established goals on Language Access, Economic Development, Public Safety, issues related to the rotation of the Mayor, and Homelessness. The Special meeting ended at 8:38 p.m.

  
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Linda Rodriguez  
Assistant City Clerk

**ARCADIA CITY COUNCIL  
REGULAR MEETING MINUTES  
TUESDAY, MAY 2, 2023**

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**CALL TO ORDER** - Mayor Cheng called the Closed Session to order at 5:30 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng

ABSENT: None

**PUBLIC COMMENTS** - No one appeared.

**CLOSED SESSION**

- a. Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Jesus Anguiano and Josefina Anguiano v. City of Arcadia, Arcadia Public Works Services Department; and Does 1-30, inclusive (Case No. 22STCV05427)
- b. Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Yeznaian v. KJR Eastern Enterprises, et al. (Case No. 22STCV11585)
- c. Pursuant to Government Code Section 54956.9(d)(1), Existing Litigation, Aldo Perez v. Heliodaro Jose Altamiro Jr., City of Arcadia, and Does 1-20, inclusive (Case No. 22AHCV00534)

No reportable action was taken on the Closed Session Items.

The Closed Session ended at 6:29 p.m.

**Regular Meeting  
City Council Chambers, 7:00 p.m.**

1. **CALL TO ORDER** – Mayor Cheng called the Regular Meeting to order at 7:00 p.m.

2. **INVOCATION** – Reverend John Scholte, Arcadia Community Church

3. **PLEDGE OF ALLEGIANCE** – Council Member Cao

4. **ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Kwan, Wang, Verlato, and Cheng

ABSENT: None

5. **REPORT FROM CITY ATTORNEY REGARDING CLOSED/STUDY SESSION ITEMS**

City Attorney Maurer announced that prior to the Regular Meeting, the City Council met in Closed Session to discuss the three items listed on the posted agenda; and indicated that no reportable action was taken.

**6. SUPPLEMENTAL INFORMATION FROM CITY MANAGER REGARDING AGENDA ITEMS**

City Manager Lazzaretto had nothing to report.

**7. PRESENTATIONS**

- b. Presentation of plaque to Senior of the Year, Marilyn Daleo.
- a. Presentation by Kevin McManus, PR & Communications Manager, of adoptable dog by the Pasadena Humane Society.
- c. Presentation of Mayor's Cup trophy to the Development Services Department for participation in the Derby Day 5K.

**8. PUBLIC HEARING**

- a. Annual Military Equipment Report per Assembly Bill No. 481.  
CEQA: Not a Project  
Recommended Action: Approve

Police Chief Nakamura presented the Staff Report.

Mayor Cheng opened the Public Hearing.

No one appeared.

Mayor Cheng closed the Public Hearing.

It was moved by Mayor Pro Tem Verlato, seconded by Council Member Kwan, and carried on a roll call vote to approve the Annual Military Equipment Report per Assembly Bill No. 481.

AYES: Verlato, Kwan, Cao, Wang, and Cheng  
NOES: None  
ABSENT: None

- b. Resolution No. 7492 Establishing a Fire Protection Facilities Development Impact Fee  
CEQA: Not a Project  
Recommended Action: Adopt

Fire Chief Suen presented the Staff Report.

Carlos Villareal, Principal with Willdan Financial Services, presented a PowerPoint presentation.

Mayor Cheng opened the Public Hearing.

No one appeared.

Mayor Cheng closed the Public Hearing.

Mayor Pro Tem Verlato expressed concern over the proposed fee adding to the already high cost of residential development and stated that she was going to oppose the proposal on that basis.

It was moved by Council Member Cao, seconded by Council Member Wang, and carried on a roll call vote to adopt Resolution No. 7492 Establishing a Fire Protection Facilities Development Impact Fee.

AYES: Cao, Wang, Kwan, and Cheng  
NOES: Verlato  
ABSENT: None

## 9. PUBLIC COMMENTS

Burton Brink, an Arcadia resident and Arcadia Beautiful Commissioner, appeared and announced that May is National Peace Officers Memorial Month; he spoke about the murder of Deputy Sheriff David William 21 years ago; and encouraged the public to thank public safety workers for their daily sacrifices.

Lawrence Dickerson appeared and spoke about a new sport he invented that could be hosted at the Santa Anita Park.

Karie Horie, an Arcadia business owner and Board Member of the Arcadia Chamber of Commerce, appeared and thanked City Council for their support of the Arcadia Stronger program. She indicated that Dine Arcadia just concluded and was a successful series; she announced that the Arcadia Chamber has the following upcoming events: a meeting with California State Senator Anthony Portantino on May 4; a Learning Lab regarding financial literacy on May 4; the Annual Golf Classic at the California Country Club on May 11; Rise and Shine Networking Breakfast on May 18; Networking at Noon held at the Delicious Food Corner on May 23; and the Virtual Arcadia Chamber Job Fair on May 31.

Erick Ortiz, a representative for the Healing and Justice Center, appeared and spoke about digital equity. He shared his concerns about pricing disparities and discriminatory price gouging by internet service providers; and he asked City Council to send a letter of support to the Los Angeles County Board of Supervisors, asking them to investigate and end the alleged practices of internet service providers.

## 10. REPORTS FROM MAYOR, CITY COUNCIL AND CITY CLERK *(including reports from the City Council related to meetings attended at City expense [AB 1234]).*

Council Member Cao announced that he attended the Arcadia Hospital Foundation reception; the MAD (Monrovia, Arcadia, Duarte) Town Council Meeting; Foothill Transit Authority Meeting; the Planning Commission Meeting; the City Council Goal Setting Meeting; and the Arcadia PTA Award Ceremony. Council Member Cao announced that this month is Asian American Pacific Islander "AAPI" heritage month; he indicated that City Council received several messages about a bus stop near the Lennar 8eighty community and asked City Staff for details about that bus stop.

In response to Council Member Cao's question, Assistant City Manager/Development Services Director Kruckeberg indicated that one of the environmental requirements of a project on Las Tunas was to add a bus stop. He also indicated that METRO has sole discretion to select the location of the bus stop and METRO determined the proposed location was the best fit for this site.

Council Member Kwan announced that she attended the Asian Outreach Reception; EXP Wine Tasting event hosted by EXP Barcadia; and the City Council Goal Setting Meeting.

Council Member Wang announced that she attended the 2023 International Youth Fellowship Leaders Forum; Assemblymember Mike Fong's annual Women of Impact Awards; the World Autism Awareness Art Exhibition; the Tzu Chi Academy Grand Opening Ceremony; the San Gabriel Valley Chinese Leadership Roundtable; the Arcadia Chamber of Commerce Networking event; the United States Foreign Ministry; the City Council Goal Setting Meeting; Arcadia Chamber of Commerce Mixer; EXP Wine Tasting event hosted by EXP Barcadia; the One Pioneer Grand Opening Ceremony; the Arcadia Community Coordinating Council Meeting; and the Arcadia PTA Award Ceremony. Council Member Wang also indicated that City Council received numerous emails regarding the planned bus stop near the Lennar Eighty community and asked staff what year the project was approved. She thanked the Public Works Services Department for removing old furniture from the right-of-way; she reminded residents that it is illegal to feed peacocks and coyotes; and invited everyone to attend the next Neighborhood Watch Meeting on May 13.

Assistant City Manager/Development Services Director Kruckeberg indicated that the project was approved in late 2021 and noted that many of the current residents were not living in those units when the bus stop project was approved, so they may have missed the mailers sent to notify them.

Mayor Pro Tem Verlato thanked the Public Works Services Department for planting roses at both the Carol Libby and Mary Hansen gardens, for restoring service to the Peacock Fountain, and for working with Los Angeles County Public Works to keep water in Arcadia's spreading grounds. Mayor Pro Tem Verlato announced she attended the City Council Goal Setting Meeting; she spoke about homelessness and announced the many successes achieved by the Los Angeles Center for Alcohol and Drug Abuse (L.A. CADA). She noted on May 3 she will be attending the San Gabriel Valley Council of Governments monthly meeting; and she shared her condolences for the loss of Terry Muse, who was a long-time Customer Service representative for Waste Management and a member of the Rotary Club.

Mayor Cheng announced that he attended the Arcadia Travelers Meeting and invited anyone over 50 to engage with this group. Mayor Cheng shared many activities that the Arcadia Community Center hosts and thanked Recreation and Community Services Director Somogyi and her staff; he also announced that he attended a PTA event and spoke of the importance of being a role model to children.

City Clerk Glasco congratulated and thanked Marilyn Daleo for her volunteerism; and announced that Applications for Boards and Commission are open and for those interested in applying to submit an application to the City Clerk's office.

## **11. CONSENT CALENDAR**

- a. Regular Meeting Minutes of April 18, 2023.  
CEQA: Not a Project  
Recommended Action: Approve
  
- b. Resolution No. 7490 amending the Fiscal Year 2022-23 Operating Budget authorizing an appropriation to amend the Professional Services Agreement with Dudek to complete a new Environmental Justice Element in conjunction with the Safety Element Update in the amount of \$35,340 with a 10% contingency, offset by a reduction in the General Reserve Fund in the amount of \$38,874, and extending the contract term to June 30, 2024.  
CEQA: Not a Project  
Recommended Action: Adopt

- c. Professional Services Agreement with Range Maintenance Services, LLC for Gun Range Maintenance Services for Fiscal Years 2023-24 through 2025-26, in an amount not to exceed \$90,000, with the option of three, one-year renewals.  
CEQA: Not a Project  
Recommended Action: Approve
- d. Municipal Right-of-Way Facilities Use Agreement with Crown Castle Fiber, LLC., for use of City facilities for the installation, operation, and maintenance of cellular equipment.  
CEQA: Not a Project  
Recommended Action: Approve

It was moved by Mayor Pro Tem Verlato, seconded by Council Member Cao, and carried on a roll call vote to approve Consent Calendar Items 11.a through 11.d.

AYES: Verlato, Cao, Kwan, Wang, and Cheng  
NOES: None  
ABSENT: None

## 12. CITY MANAGER

- a. Report, discussion, and direction regarding City events including a sponsorship request from the Downtown Arcadia Improvement Association for the Annual Fourth of July Celebration.  
CEQA: Not a Project  
Recommended Action: Provide Direction

City Manager Lazzaretto briefly described this item and indicated that this item will be split into two parts for discussion; he explained that since the first part contains a financial request from the Downtown Arcadia Improvement Association, that request requires three affirmative votes for approval.

In response to Mayor Pro Tem Verlato's inquiry, City Attorney Maurer explained how this item may be a conflict of interest for some members of the City Council.

Council Member Kwan indicated that due to a Conflict of Interest she will recuse herself from participation and discussion in this matter and left the City Council Chambers at 8:44 p.m.

The City Council recessed at 8:44 p.m. and reconvened at 8:51 p.m.

City Attorney Maurer announced that due to a conflict of interest, Council Member Kwan has recused herself. He indicated that Mayor Pro Tem Verlato will participate in discussion as her business is further than 500 ft. from the proposed event site.

Deputy City Manager Bruno presented a PowerPoint presentation.

City Attorney Maurer noted for the record that Mayor Pro Tem Verlato is a Board Member of the Downtown Arcadia Improvement Association.

After discussion, a motion was made by Council Member Wang, seconded by Council Member Cao, and carried on a roll call vote to provide \$20,000 to the Downtown Arcadia Improvement Association this year and waive expenses related to Police and Fire support; and present a budget package for the City to assume responsibility for the fireworks show in future years.

AYES: Wang, Cao, Verlato, and Cheng  
NOES: None  
ABSENT: Kwan

Council Member Kwan returned to the dais at 9:49 p.m.

Deputy City Manager Bruno presented the second portion of City Manager Item 12a, to discuss City Events and receive City Council direction.

It was the consensus of the City Council to bring the second portion of this item back for further discussion at a future Study Session.

- b. Report, discussion, and direction regarding Front-of-Package Labeling for food products.  
CEQA: Not a Project  
Recommended Action: Provide Direction


City Manager Lazzaretto presented the Staff Report.

After discussion, a motion was made by Council Member Kwan, seconded by Mayor Pro Tem Verlato, and carried on a roll call vote to have City staff prepare a resolution in support of front-of-package food labeling.

AYES: Kwan, Verlato, Cao, and Wang  
NOES: None  
ABSENT: None  
ABSTAIN: Cheng

### 13. ADJOURNMENT

The City Council adjourned at 10:05 p.m. to Tuesday, May 16, 2023, at 6:00 p.m. in the City Council Conference Room.

  
\_\_\_\_\_  
Rachelle Arellano  
Deputy City Clerk

**ARCADIA CITY COUNCIL  
SPECIAL MEETING MINUTES  
MONDAY, MAY 8, 2023**

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**CALL TO ORDER** – Mayor Cheng called the Special Meeting to order at 4:39 p.m.

**ROLL CALL OF CITY COUNCIL MEMBERS**

PRESENT: Cao, Wang, Verlato, and Cheng  
ABSENT: Kwan

Council Member Kwan arrived at 4:44 p.m.

**PUBLIC COMMENTS** – no one appeared.

**STUDY SESSION (OPEN TO THE PUBLIC)**

- a. Report, discussion, and direction regarding the proposed Operating Budget for Fiscal Years 2023-25, and Proposed Capital Improvement and Equipment Plan for Fiscal Years 2023-28.

City Manager Lazzaretto and Administrative Services Director Quach presented an overview of the proposed Operating Budget for Fiscal Years 2023-25, and proposed Capital Improvement and Equipment Plan for Fiscal Years 2023-28. Discussion ensued and staff responded to various questions, comments, and suggestions on the Proposed Budget.


Mayor Pro Tem Verlato left the meeting at 5:47 p.m.

The City Council recessed at 6:21 p.m. and reconvened at 6:29 p.m.

Mayor Pro Tem Verlato returned to the meeting at 6:45 p.m.

After discussion, it was the consensus of the City Council to have a second Budget Study Session on May 16, 2023, at 5:00 p.m., to provide further direction and have any remaining questions answered.

The City Council adjourned at 8:07 p.m. to Tuesday, May 16, 2023, at 5:00 p.m. in the City Council Conference Room.

  
\_\_\_\_\_  
Linda Rodriguez  
Assistant City Clerk



# STAFF REPORT

Development Services Department

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Jason Kruckeberg, Assistant City Manager/Development Services Director  
By: Tim Schwehr, Economic Development Manager

**SUBJECT:** RESOLUTION NO. 7494 APPROVING PARTICIPATION IN YEAR 3 OF THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) PROGRAM; IDENTIFYING PROPOSED ACTIVITIES FOR \$799,154 IN PLHA FUNDING; AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)  
**CEQA: Not A Project**  
**Recommendation: Adopt**

## SUMMARY

In Fiscal Years 2020-21 and 2021-22, the City of Arcadia was allocated a combined total of \$466,175 in Permanent Local Housing Allocation (“PLHA”) Program funding as part of the Senate Bill (“SB”) 2 legislation signed into law in 2017. The City Council has previously approved two resolutions, in October 2020 and June 2021, authorizing use of these funds for homelessness programs and/or towards affordable housing development in partnership with the San Gabriel Valley Regional Housing Trust. However, due to extensive delays at the County and State levels, this funding has not yet been made available to the City. Similarly, the allocation of Year 3 PLHA funding was delayed and is only now being allocated to the County and its partner cities. For Year 3 of the program, the City of Arcadia’s allocation is \$332,979 in additional PLHA funding.

It is recommended that the City Council adopt Resolution No. 7494 approving participation in Year 3 of the Los Angeles Urban County PLHA Program; identifying the use of \$799,154 in combined PLHA funding for the activities of assisting persons in Arcadia who are experiencing or at risk of homelessness and/or as matching funds to the San Gabriel Valley Regional Housing Trust; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority (“LACDA”).

## **BACKGROUND**

The PLHA is an SB 2 funded program that was approved by the State legislature in 2017. It is designed to provide an ongoing annual source of funding through State Property Transfer Fees. Funds can be used for construction of affordable housing, programs to assist persons who are experiencing or at risk of homelessness, or other housing-related assistance programs for low-to-moderate income households. Similar to the Community Development Block Grant program for non-entitlement cities, the PLHA funding is first allocated to a regional entity, in this case the Los Angeles County Development Authority (“LACDA”). The funding is then distributed to individual participating cities according to an allocation formula. Under the provisions of SB 2, Arcadia will receive a similar allocation amount on an annual basis over a five-year period. Unexpended program funds may be carried over from year to year, but must be used within five years of their original allocation date.

The City has previously adopted two resolutions relating to PLHA funds. Resolution No. 7336 was adopted in October 2020, approving participation in Year 1 of the program and allocating \$182,505 in funding for homelessness-related programs. Resolution No. 7374 was adopted in June 2021, approving participation in Year 2 of the program and allocating an additional \$283,670 in PLHA funds for homelessness programs and/or towards a future affordable housing project (specifically mentioning working with the San Gabriel Valley Regional Housing Trust). However, due to numerous administrative delays and decisions at both the State and County levels, many cities in Los Angeles County, including the City of Arcadia, have not yet received, or been authorized by LACDA to use any of its Year 1 or Year 2 PLHA funds.

The City’s Year 1 and 2 PLHA funding is currently being held up by LACDA based on their interpretation of a requirement relating to Housing Element compliance. Specifically, SB 2 authorizing legislation states that a city must have adopted a Housing Element “determined to be in substantial compliance with state Housing Element Law” in order to receive PLHA funding. The City’s position is that Arcadia currently meets this requirement and its Year 1 and 2 PLHA funding should be made available to fund the City’s ongoing program for homeless supportive case management. LACDA’s position, however, is that the City must be listed as having a fully certified Housing Element on the State Housing and Community Development Department website before they will release PLHA funding to the City. The City is currently discussing and seeking resolution on this issue with both LACDA and the County Supervisor’s Office to free up these funds. The City has expended funds towards case management that will need to be backfilled from other sources should this funding not be released.

On April 6, 2023, LACDA issued a bulletin listing the Year 3 PLHA funding allocations for each participating city. Arcadia is listed as eligible to receive \$332,979 in Year 3 PLHA funding. To allocate these funds, the City is required to adopt and submit a City Council resolution to LACDA by June 30, 2023, listing the program activities that will be funded. A copy of the April 6, 2023, LACDA bulletin is included as Attachment No. 2. To ensure

that the City’s previously approved Year 1 and Year 2 PLHA funds totaling \$466,175 remain active and available for future use, allocation and approval of this funding is also recommended as part of the approval of Year 3 PLHA funds.

## **DISCUSSION**

The SB 2 legislation relating to PLHA funds specifies what eligible activities these funds can be used to finance. Activities can be broadly categorized as follows:

1. Activities related to the construction or preservation of affordable housing or supportive housing;
2. Matching funds to regional housing trusts;
3. Homelessness services and prevention programs;
4. Accessibility modifications for lower-income, owner-occupied housing;
5. Acquisition and rehabilitation of foreclosed or vacant homes; and
6. Programs that expand homeownership opportunities including but not limited to down-payment assistance programs.

Of the eligible activities, it is recommended that the City allocate its carryover Year 1 & 2 PLHA funding totaling \$466,175, and its new Year 3 PLHA funding totaling \$332,979, for the activity of homelessness services and prevention programs. Specifically, it is recommended that these monies be used to fund the City’s ongoing contract with Los Angeles Centers for Alcohol and Drug Abuse (“LA CADA”) for homeless supportive case management. It is further recommended that the City Council authorize the use of any remaining PLHA funds not spent on homelessness services and prevention programs for matching funds for the San Gabriel Valley Regional Housing Trust (“SGVRHT”). The City’s Year 1 and Year 2 PLHA funds have a spending deadline of April 2025, with its Year 3 PLHA funds having a deadline of April 2026. Using any unspent PLHA funds from the City’s PLHA allocation for this purpose is recommended in lieu of allowing these funds to expire and be returned to the State.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

**FISCAL IMPACT**

The PLHA Program is a SB 2 funded program that provides an ongoing annual source of funding through State Property Transfer Fees. The City has been allocated a combined \$799,154 in funding for Years 1-3 of the PLHA Program based on the State’s allocation formula. No additional funding is required to participate in the program. If the City does NOT request the funds and identify a purpose for them, the funds will be returned to the State. Participation in the program will result in a positive impact seeing that other existing funds would not need to be utilized for this portion of homeless case management and/or future coordination with the San Gabriel Valley Housing Trust.

**RECOMMENDATION**

It is recommended that the City Council adopt Resolution No. 7494 approving participation in Year 3 of the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; identifying proposed activities for \$799,154 in PLHA Funding; and authorizing the Mayor, or designee, to sign a reimbursable contract with the Los Angeles County Development Authority (“LACDA”).

Approved:

  
\_\_\_\_\_  
Dominic Lazzaretto  
City Manager

Attachment No. 1: Resolution No. 7494  
Attachment No. 2: April 6, 2023, LACDA Bulletin

RESOLUTION NO. 7494

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA APPROVING PARTICIPATION IN YEAR 3 OF THE LOS ANGELES URBAN COUNTY PERMANENT LOCAL HOUSING ALLOCATION (“PLHA”) PROGRAM; IDENTIFYING PROPOSED ACTIVITIES FOR \$799,154 IN PLHA FUNDING; AND AUTHORIZING THE MAYOR, OR DESIGNEE, TO SIGN A REIMBURSABLE CONTRACT WITH THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY (“LACDA”)

WHEREAS, the City of Arcadia desires to participate in Year 3 of the Los Angeles Urban County Permanent Local Housing Allocation (“PLHA”) Program; and

WHEREAS, the City intends to authorize the execution of a contract with the Los Angeles County Development Authority acting on behalf of the County of Los Angeles in order to receive said PLHA funds;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA HEREBY RESOLVES AS FOLLOWS:

SECTION 1. The City Council approves the use of \$466,175 in combined Year 1 and Year 2 PLHA funds, and \$332,979 in new Year 3 PLHA funds, for the activities of assisting persons in Arcadia who are experiencing or at risk of homelessness and/or as matching funds to the San Gabriel Valley Regional Housing Trust.

SECTION 2. The City Council authorizes the Mayor, or his/her designee, to execute any and all documents, including a reimbursable contract with the Los Angeles County Development Authority acting on behalf of the County of Los Angeles, necessary for participation in the Los Angeles Urban County PLHA Program on behalf of the City of Arcadia.

SECTION 3. The City Council determines that the proposed action does not

constitute a project under the California Environmental Quality Act ("CEQA"), based on Section 15061(b)(3) of the CEQA Guidelines.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURE ON THE NEXT PAGE]

Passed, approved and adopted this 16th day of May, 2023.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael J. Maurer  
City Attorney



# GMU BULLETIN

700 West Main Street, Alhambra, CA 91801

NUMBER: <b>23-0005</b>	SUBJECT: <b>PERMANENT LOCAL HOUSING ALLOCATION (PLHA) PROGRAM YEAR 3 FUNDING INSTRUCTIONS FOR PARTICIPATING CITIES</b>
DATE: <b>April 6, 2023</b>	EFFECTIVE DATE: <b>IMMEDIATELY</b>
	PAGE <b>1</b> OF <b>3</b>

## TO: PLHA PARTICIPATING CITIES

This bulletin provides information to our Participating Cities (Cities) on the Permanent Local Housing Allocation (PLHA) Program and on PLHA Year 3 funding to Cities who meet PLHA regulatory and eligibility requirements.

We are pleased to announce that the California Department of Housing and Community Development has announced that the County of Los Angeles (County) will receive an allocation of **\$18,858,143** for PLHA Year 3 of this program. Cities who have a State-approved Housing Element are invited to follow the instructions below to program their PLHA Year 3 allocation to implement eligible affordable housing programs. Cities can verify compliance with State Housing Element Law pursuant to GC Section 65585 at <https://www.hcd.ca.gov/planning-and-community-development/housing-elements>.

Attachment A provides the new PLHA Year 3 allocation amounts available to Cities that qualify and wish to utilize these funds for current or new eligible activities. To receive PLHA Year 3 funding, Cities with a State-approved Housing Element who wish to use their available allocation for PLHA Eligible Activities, must submit a Letter of Intent and proposed Exhibit A form to opt-in and receive funding. If applicable, the Letter of Intent must include concise details of the proposed Activity and Sub-Activity, and describe how the City will spend the funds by December 31, 2025.

Please consider the complexity of the project being proposed, available resources, and whether the funding amount can be expended by the expenditure deadline. Because the shared allocation limits the amount of funding available to each jurisdiction, PLHA may not be the best funding source for all eligible activities. If a City does not submit a Letter of Intent, the available allocation will be retained by the County and reallocated to Countywide program(s).

Please adhere to the following deadlines to receive funding:

1. May 1, 2023 - The Letter of Intent must be completed and submitted to the LACDA.
2. May 31, 2023 - Proposed Exhibit A form must be submitted (Attachment B).
3. June 30, 2023 - City Council approval resolution must be submitted (Attachment C - Sample).

Please be aware that the County cannot issue PLHA funding to Cities until all conditions for funding and program/regulatory requirements have been met and LACDA receives an executed agreement for PLHA Year 3 funds from the State. It is also important to note that certain predevelopment costs for housing development projects receiving PLHA funding are eligible for reimbursement as long as the expenses are incurred no more than 12-months prior to execution of a contract for that activity between LACDA and the City.

An update on the County of Los Angeles PLHA program to-date:

Launching the new PLHA program has had many unanticipated challenges. LACDA has worked with the State HCD and our Cities to navigate through evolving requirements and how best to program funding to meet priority local needs within the State's deadlines to expend the funds. As shared in meetings and other communications, we developed and subsequently amended the 5-year plan that established eligible PLHA activities.

In a bulletin issued on August 31, 2020, the LACDA initially designated 100% of the County's funding for PLHA Eligible Activity 301(a)(6) - Housing for Homeless and partnered with the Los Angeles County Department of Consumer and Business Affairs to fund the Countywide Stay Housed LA Program. The program has assisted over 500 LA County residents to-date and will continue providing services until April 30, 2024. This bulletin also stated our intent to amend the initial State-approved PLHA plan and expand the types of eligible activities that PLHA funds could be used to support other housing efforts. Cities were informed of funding that calculated an amount of the County's PLHA Year 1 funding to each City following the CDBG formula allocation methodology and asked to submit proposed activities for these funds by October 15, 2020. These proposals provided information used to expand the number of eligible activities.

Following extensive negotiations with the State, LACDA shared in a bulletin dated May 13, 2021, that the initial plan would be amended and include additional eligible activities that would be approved with the execution of the agreement with the State allocating PLHA Year 2 funds to the County. This agreement was finally executed on October 28, 2022 and allowed for qualified participating cities to designate their available funding for programs proposed in October 2020 and by June 30, 2021 for PLHA Year 2 funds.

It was never anticipated it would take more than a year for the County to receive a standard agreement from the State. While the Eviction Defense program has continued, this has significantly delayed moving forward with completing the eligibility reviews to assess the proposed activities, determine that all the conditions for funding and program/regulatory requirements have been met, and the amount of funds designated to a specific activity can be expended by the State's deadline. We have engaged all cities with State-approved Housing Elements that have proposed activities and are moving forward with an approach which allows them to fund projects and programs with their combined total available funds that must be expended by a PLHA Year 2 deadline of December 31, 2024.

PLHA Participating Cities  
April 6, 2023  
Page 3

The LACDA has retained all PLHA funds allocated to the County that were calculated to be available to other Cities whom did not submit a Proposed Activity and Resolution requesting to use PLHA funding for eligible activities which will be used to fund Countywide programs. These Cities, with or without State-approved Housing Elements, do not have to submit additional documentation to designate those funds. It has also been determined that LACDA will move forward with reverting to our original 100% PLHA Year 1 allocation to go towards Housing for Homeless Activities to ensure all funds can be expended by the deadline of December 31, 2023. The amended 5-year Plan for PLHA Years 2 through 5 now includes all activities available to participating cities identified in Attachment B.

Given the circumstances we had to overcome to get this new program underway, LACDA is confident that the many of the unexpected challenges have been resolved and we are well positioned to move PLHA funds into these much needed projects and programs. We will continue to communicate any new information we receive and anticipate that PLHA Year 3 funding will be available by December 31, 2023.

You may contact me at (626) 586-1765 or [Linda.Jenkins@lacda.org](mailto:Linda.Jenkins@lacda.org) or Jenny Salazar, PLHA Specialist, at (626) 586-1533 or [jenny.salazar@lacda.org](mailto:jenny.salazar@lacda.org), should you need assistance in this matter or have any questions related to the PLHA Program.

Sincerely,

  
Linda Jenkins (Apr 6, 2023 14:24 PDT)

LINDA JENKINS, Director  
Community Development Division

Attachments

LJ:DV:JS:ab  
T:\GMU Bulletins - Working Drafts\CDBG\2023

**Attachment A**

<b>Permanent Local Housing Allocation 2021 (Program Year 3)</b>	<b>Total Urban County Entitlement Less Administration (5%) Total Available to be Allocated</b>	<b>\$18,858,143 <u>(\$942,907)</u> \$17,915,236</b>
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<b>City</b>	<b>Allocation</b>
AGOURA HILLS	\$75,703
ARCADIA	\$332,979
AVALON	\$31,366
AZUSA	\$423,286
BELL	\$484,720
BELL GARDENS	\$669,659
BEVERLY HILLS	\$204,536
CALABASAS	\$132,883
CLAREMONT	\$134,604
COMMERCE	\$136,972
COVINA	\$350,361
CUDAHY	\$375,343
CULVER CITY	\$207,991
DIAMOND BAR	\$290,664
DUARTE	\$149,788
EL SEGUNDO	\$70,394
HAWAIIAN GARDENS	\$184,070
HERMOSA BEACH	\$79,601
HIDDEN HILLS	\$11,123
IRWINDALE	\$9,411
LA CANADA-FLINTRIDGE	\$66,008
LA HABRA HEIGHTS	\$16,359
LA MIRADA	\$262,839
LA PUENTE	\$352,370
LA VERNE	\$176,698
LAWNDALE	\$306,317
LOMITA	\$158,181
MALIBU	\$74,505
MANHATTAN BEACH	\$117,298
MAYWOOD	\$402,944
MONROVIA	\$242,552
RANCHO PALOS VERDES	\$164,267
ROLLING HILLS ESTS	\$22,756
SAN DIMAS	\$178,034
SAN FERNANDO	\$196,448
SAN GABRIEL	\$334,526
SAN MARINO	\$68,748
SANTA FE SPRINGS	\$158,681
SIERRA MADRE	\$48,011
SIGNAL HILL	\$95,383
SOUTH EL MONTE	\$269,602
SOUTH PASADENA	\$145,423
TEMPLE CITY	\$254,620
WALNUT	\$145,362
WEST HOLLYWOOD	\$242,447
WESTLAKE VILLAGE	\$29,693
<b>CITIES TOTAL</b>	<b>\$8,885,525</b>



# STAFF REPORT

Fire Department

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Chen Suen, Fire Chief  
By: Richard Oishi, Acting Deputy Fire Chief

**SUBJECT:** RESOLUTION NO. 7495 AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT ACQUISITION PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF TWO (2) MECHANICAL CARDIOPULMONARY DEVICES IN THE AMOUNT OF \$8,320, OFFSET BY A \$8,320 REDUCTION IN THE AMERICAN RESCUE PLAN ACT (“ARPA”) FUND; AND APPROVING A PURCHASE ORDER WITH STRYKER SALES, LLC FOR THE PURCHASE OF TWO (2) MECHANICAL CARDIOPULMONARY DEVICES IN THE AMOUNT OF \$60,320

**CEQA: Not a Project**

**Recommendation: Adopt and Approve**

## SUMMARY

The Fiscal Year 2022-23 Equipment Acquisition Budget allocated \$52,000 for the purchase of mechanical cardiopulmonary resuscitation (“CPR”) devices. Paramount to the paramedic service that the Fire Department provides is ensuring that high quality, continuous CPR is promptly administered to patients who are experiencing cardiopulmonary arrest. State-of-the-art technology for this lifesaving activity is a mechanical CPR device that automatically provides the right frequency and compression depth to the patient.

After exploring possible procurement options, it was determined that using the State of Colorado’s Eagle County Health Service District pricing agreement enables the City to streamline the purchasing process for these essential devices and receive the most competitive pricing possible while adhering to the City’s purchasing policy. The overall cost for these devices is still above the budgeted amount, and therefore, a budget adjustment of \$8,320 is necessary to enable the purchase.

It is recommended that the City Council adopt Resolution No. 7495 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and authorizing a supplemental budget appropriation for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$8,320, offset by a \$8,320 reduction in the American Rescue Plan Act

("ARPA") Fund; and approving a purchase order with Stryker Sales, LLC for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$60,320.

## **BACKGROUND**

The Arcadia Fire Department has been providing paramedic ambulance service to the Arcadia community since the early 1970s, with quality pre-hospital care for medical and trauma related emergency calls. Critical to this service is ensuring that the Arcadia Fire Department can provide high quality, continuous cardiopulmonary resuscitation ("CPR") to patients who are experiencing cardiopulmonary arrest.

The Fire Department responds to approximately 82 cardiopulmonary arrest incidents per year (based on a 3-year average). All Fire Department personnel are trained to provide high quality and uninterrupted CPR for all patients who are experiencing cardiac arrest emergencies. Arguably, there is no greater role of the Fire Department, medically speaking, than performing this type of life-sustaining aid when a member of the community's heart has stopped.

Delivering the precise rate, depth, and quality of CPR to a patient is literally a matter of life and death. Some potential limitations of personnel providing high quality and continuous manual CPR that could exceed 20 minutes include fatigue, the number of available personnel on scene, and the ability to effectively provide CPR during transport to the hospital. The LUCAS device, which is a mechanical CPR device manufactured by Stryker Sales, LLC ("Stryker"), helps address these limitations. Through its automated and consistent capabilities, it provides an opportunity to supplement available personnel on scene, allowing for faster administration of other critical lifesaving skills and medications. It also supplies a pre-established rate, rhythm, and depth of CPR that could be performed consistently throughout an incident. The ability to provide continuous, highly accurate and effective CPR is the cornerstone of cardiac resuscitation and cardiac arrest survivability.

Recent numerous studies show that a comprehensive approach to resuscitation, along with a LUCAS device, has increased return of spontaneous circulation by up to 17%. There is also a noted increase of blood circulation to the brain and an increase in the average pulmonary oxygen exchange compared to manual, human-provided CPR. All these indicators are a direct benefit to the patient in terms of fostering a positive outcome. Therefore, the Fire Department has prioritized acquiring these devices for each paramedic crew. The City has obtained one device through a grant program and has budgeted for the acquisition of two others this Fiscal Year.

## **DISCUSSION**

In August 2021, the Eagle County Paramedic Services, also known as the State of Colorado's Eagle County Health Service District, solicited a competitive bidding process

for the supply and support of medical equipment including mechanical CPR devices. Through their competitive bidding process, the Eagle County Health Service District also allowed public agencies in Colorado and throughout the United States to utilize their cooperative bidding pricing contract (known as “piggybacking”). The Eagle County Health District is a full-service Emergency Medical Services (“EMS”) agency that provides 911 response including paramedic level critical care to its community. On November 8, 2021, the Eagle County Health Services District awarded a contract to Stryker extending through November 8, 2024 (see Attachment).

Piggybacking on larger agency contracts enables the City of Arcadia the opportunity to purchase devices in small quantities at volume pricing. Essentially, this method allows savings in time, resources, and cost by leveraging another agency’s successful competitive bidding process and economical bulk pricing. Thus, it is in the best interest of the City to piggyback using the Eagle County Paramedic Services’ purchasing pricing agreement with Stryker for the purchase of EMS equipment. Various neighboring agencies have also piggybacked on this contract, which include the Cities of Monrovia, Culver City, Long Beach, Burbank, Montebello, and Pasadena. Stryker Mechanical CPR devices are also utilized by USC Hospital of Arcadia and Huntington Memorial Hospital, which further validates the credibility of the device.

The FY 2022-23 Equipment Acquisition Program Budget originally allocated \$53,000 for the purchase of mechanical CPR devices. Unfortunately, inflation has increased the cost for this device and an additional appropriation of \$8,320 is necessary to cover the full cost of obtaining these devices from Stryker.

### **ENVIRONMENTAL IMPACT**

The proposed actions do not constitute a project under the California Environmental Quality Act (“CEQA”), based on Section 15061(b)(3) of the CEQA Guidelines, as it can be seen with certainty that they will have no impact on the environment. Thus, these matters are exempt under CEQA.

### **FISCAL IMPACT**

The total cost to purchase two (2) Stryker LUCAS mechanical CPR devices and associated equipment and maintenance plan is \$60,320. The FY 2022-23 Equipment Acquisition Budget allocated \$52,000 for this purchase. Thus, a supplemental budget appropriation in the amount of \$8,320 is being requested from the City’s American Rescue Plan Act (“ARPA”) Fund to adequately cover the remaining cost of purchasing these essential mechanical CPR devices. The purchase of these medical supplies is an allowable use of these funds.

**RECOMMENDATION**

It is recommended that the City Council: determine that this action does not constitute a project, and therefore, is exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7495 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and authorizing a supplemental budget appropriation for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$8,320, offset by a \$8,320 reduction in the ARPA Fund, and approving a purchase order with Stryker Sales for the purchase of two (2) mechanical cardiopulmonary devices in the amount of \$60,320.

Approved:



Dominic Lazzaretto  
City Manager

Attachments: Resolution No. 7495  
Eagle County Health Service District Purchasing Agreement

RESOLUTION NO.7495

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT ACQUISITION PROGRAM BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF TWO (2) MECHANICAL CARDIOPULMONARY DEVICES IN THE AMOUNT OF \$8,320, OFFSET BY A \$8,320 REDUCTION IN THE AMERICAN RESCUE PLAN ACT ("ARPA") FUND; AND APPROVING A PURCHASE ORDER WITH STRYKER SALES, LLC FOR THE PURCHASE OF TWO (2) MECHANICAL CARDIOPULMONARY DEVICES IN THE AMOUNT OF \$60,320.

WHEREAS, the Arcadia Fire Department responds to approximately 82 cardiopulmonary arrest incidents per year based on a three-year average; and

WHEREAS, all Fire personnel are trained to provide high quality and uninterrupted CPR for all patients who are experiencing cardiac arrest emergencies. The ability to provide continuous, highly accurate, and effective cardiopulmonary resuscitation ("CPR") is the cornerstone of cardiac resuscitation and cardiac arrest survivability. Some potential limitations of personnel performing manual CPR that could exceed 20 minutes include fatigue, the number of available personnel on scene, and the ability to effectively provide CPR during hospital transport; and

WHEREAS, a mechanical CPR device, with its automated and guidelines-consistent capability, will help with these limitations as a vital supplement to available personnel on scene, and by allowing for faster administration of other critical lifesaving skills and medications; and

WHEREAS, during Fiscal Year 2022-23, there has been a noticeable increase in the purchase cost of mechanical CPR devices that could be attributed to the rise in paramedic response as the City recovers from COVID19 pandemic and an ongoing

increase in inflation; and

WHEREAS, this unexpected cost increase directly resulted in unanticipated expenses that were not covered in the current Fiscal Year 2022-23 Operating Budget; and

WHEREAS, a purchase order in the amount of \$60,320 is necessary to enable payment for the purchase of two (2) mechanical CPR devices by the Fire Department's paramedic services; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the American Rescue Plan Act ("ARPA") Fund for appropriation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The sum of Eight Thousand Three Hundred Twenty Dollars (\$8,320) is hereby appropriated in the Fire Department budget, offset with a reduction in the American Rescue Plan Act ("ARPA") Fund Reserve by \$8,320.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]


Passed, approved and adopted this 16th day of May, 2023.

\_\_\_\_\_  
Mayor of the City of Arcadia

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:



\_\_\_\_\_  
Michael J. Maurer  
City Attorney



**AGREEMENT**

This Agreement is effective November 8, 2021, by and between Eagle County Health Service District, dba Eagle County Paramedic Services (the “Principal Procurement Agency”), Public Safety Association Inc (the “Company”) and Stryker Sales, LLC, (the “Supplier”).

**RECITALS**

- A. The Company, on behalf of the Principal Procurement Agency, issued a Request for Bid for Medical Equipment, RFB #2021-06 (“RFB”), soliciting bids for the supply and support of Medical Equipment.
- B. Supplier duly submitted proposal in response to the RFB (“RFB Response”), which outlines Supplier’s agreement to or exceptions with the RFB.
- C. The Principal Procurement Agency, Company and Supplier have negotiated certain amendments or exceptions to the RFB and RFB Response, and desire to enter into this Agreement with the intent of memorializing the final terms of the parties’ agreement.

**AGREEMENT**

In consideration of the provisions, representations, warranties, covenants and agreements contained in this Agreement, the parties agree to the terms set forth in this Agreement.

- 1. Agreement: The parties agree that this Agreement, together with the RFB, the Notice to Bidders dated and published on August 19, 2021 and August 26, 2021, the RFB Response, together with all documents specifically referred to therein, as gathered and compiled in that certain binder entitled “Eagle County Paramedic Services, Public Safety Association Inc and Stryker Sales, LLC” attached hereto (together, all such documents shall be referred to herein as the “**Contract Documents**”), shall constitute the binding agreement between the Principal Procurement Agency, Company and Supplier for Supplier’s provision of products and services to the Company pursuant to the terms therein.
- 2. Entire Agreement: The parties agree that this Agreement, together with the Contract Documents, represent the only agreement among the parties concerning the subject matter thereof and supersedes all prior agreements, whether written or oral, relating thereto.
- 3. Modifications: No purported amendment, modification or waiver of any provision in the Agreement and the Contract Documents shall be binding unless set forth in a written document signed by all parties (in case of amendment and modifications) or by the party charged thereby (in the case of waivers). Any waiver shall be limited to the provision hereof and the circumstance or event specifically made subject hereto and shall not be deemed a waiver of any other term hereof or of the same circumstance or event upon any recurrence thereof.
- 4. Term of Agreement: This agreement is set to expire November 8, 2024.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on November 8, 2021.

Eagle County Health Service District  
dba, Eagle County Paramedic Services  
(the "Principal Procurement Agency")

By: 

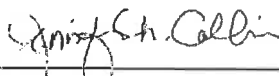
Printed Name: Steve Vardaman  
Its: Operations Manager

Public Safety Association Inc  
(the "Company")

By: 

Printed: Dane Meyer  
Its: President

Stryker Sales, LLC  
(the "Supplier")

By:  \_\_\_\_\_

Printed Name: Jennifer N. Collins

Its: Manager, Strategic Pricing & Contracts



Eagle County Health Service District, dba Eagle County Paramedic Services  
Public Safety Association Inc.  
North Central EMS Corporation, dba Savvik Buying Group

To Whom It May Concern:

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services solicits public cooperative bids for use by Eagle County and shared with other public agencies in Colorado and around the United States.

These public cooperative contracts are then marketed and managed exclusively through the Public Safety Association Inc. (PSAI) and Savvik Buying Group nationwide.

Colorado law allows Eagle County to bid products and services through cooperative contracts only if Eagle County complies with competitive bidding procedures when awarding those contracts. *See Colorado Stat. §24-110-101.* Eagle County may also award contracts to more than one vendor, provided that the effects of competition are maintained when awarding the contracts *See Colorado Stat. §24-110-102.*

Specifically, the Eagle County process includes:

1. At least 30 days before a bid submission deadline, PSAI on behalf of Eagle County advertises the request for bids.
  - a. (RFB). The notice states the basic facts regarding the RFB, including where to obtain RFB documents.
2. Sealed bids must arrive at the designated location on a specific date and time selected by Eagle County in accordance with the 30-day period after the first publication in the local newspaper.
3. A public bid opening is conducted by Eagle County and PSAI.
4. A committee reviews the bids and selects the lowest responsible and responsive bids for awards.
5. The bid review committee recommends one or more bids for approval and awards contract(s)
6. If you have any further questions, please contact the PSAI office below.



33rd Ave S, PMB 347 St. Cloud, MN 56301  
5-795-1772  
office@publicsafetyassociation.org  
vw.publicsafetyassociation.org



1055 Edwards Village Blvd  
Edwards CO, 81632  
970-926-5270  
<https://eaglecountyparamedics.com>



56 33rd Ave S, PMB 344, St. Cloud, MN 56301  
888-603-4426 320-295-7098 (fax)  
office@savvik.org  
www.savvik.com

**COVER PAGE**  
**Eagle County Health Service District**  
**Request for Bids (RFB)**

**Host Public Agency:** *Eagle County Health Service District*  
**Marketing Agencies:** *Savvik Buying Group and Public Safety Association Inc*

Eagle County Health Service District a quasi-municipal corporation and political subdivision of the State of Colorado d/b/a Eagle County Paramedic Services (hereinafter defined and referred to as "Principal Procurement Agency"), on behalf of itself and the Public Safety Association Inc. ("PSAI"), is requesting proposals for Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing. The intent of this Request for Bids ("RFB") is that any contract between Principal Procurement Agency and Bidder resulting from this Request For Bid (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through PSAI's and Savvik Buying Group's cooperative purchasing programs. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with PSAI (an example of which is included as Exhibit C) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency, including the Principal Procurement Agency, will be preceded by their registration with PSAI as a Participating Public Agency in PSAI's cooperative purchasing program. Registration as a Participating Public Agency by joining PSAI or one of its contracted partners and selecting to support the Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit B. The terms and pricing established in the resulting Master Agreement between the Bidder and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through PSAI. All transactions, purchase orders, etc., will occur directly between the Bidder and each Participating Public Agency individually, and neither PSAI, the Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Bidder for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. The Principal Procurement Agency is making no representations regarding any of the equipment or services that may be procured by a Participating Public Agency. By participating in this RFB process or submitting a proposal pursuant to the RFB, any bidder, Participating Public Agency and PSAI waive any and all claims against the Principal Procurement Agency.

**Request for Bids Number:** RFB 2021-06 Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing  
**Bids will be awarded by sub category in this overall RFB. Please bid all sub categories that apply to your company.**

**Specifications for:** Medical Equipment such as: Automated External Defibrillators, Cardiac Monitors/Defibrillators, Automated CPR Devices, Ventilators, Video Laryngoscopes, Other Medical Equipment, Training, Accessories, Service Plans and Financing (the "**Products**")

**Contract Term:** This contract is targeted to begin on or after November 8, 2021 and will continue for 36 months upon agreement by both parties (the "**Contract Term**"). The Contract Term may be extended by 24 months upon agreement by both parties (the "**Extension Term**")

**Deadline for Submission of Bids:** Friday, October 15, 2021, prior to 11:00 AM CST

**Submit Bids To:** Public Safety Association Inc.  
c/o Eagle County Paramedic Services  
56 33rd Ave S, PMB 347  
St Cloud, MN 56301

**Electronic Submission (preferred)** Email to: [office@publicsafetyassociation.org](mailto:office@publicsafetyassociation.org)  
Dropbox Link: <https://www.dropbox.com/request/u8nCcEbKuQBq91q9U6J7>

Bid Opening Date and Time: Friday, October 15, 2021, 1:00 PM CST  
Bid Opening Location: Webinar – Details Listed Below in Schedule of Events  
Bid Surety (Submit with bid) \$1,000 (the “**Bid Surety**”)  
Contact for Questions: Cindy Sobania, [office@publicsafetyassociation.org](mailto:office@publicsafetyassociation.org)

PSAI welcomes timely competitive sealed bids for the Products. Late Bids shall not be considered. Bids may be submitted electronically (preferred) or in hard copy form, as detailed in this RFB.

**BIDDER CERTIFICATION**

I agree to the specifications, terms and conditions of this RFB. I acknowledge my authority to submit this bid on behalf of the firm listed below and to bind it to comply with these specifications, terms and conditions if any contract is awarded through this RFB process.

Date: _____	By: _____
Company Name & Address: _____ _____ _____	Name: _____ Title: _____ Phone: _____ Fax: _____ E-mail: _____

ITEM	Category	DESCRIPTION	List Price		2023 Savvik Contract		
			Effective 2/1/2023		Price	Discount	
21330-001365	Accessories	Test load (for use with QUIK COMBO therapy cable)	\$	96.00	\$	76.72	18%
340-000-000	Accessories	McGRATH 3.6V EMS Battery (new part number May 2022; replacing 11896-000384)	\$	78.00	\$	65.52	16%
11140-000082	Accessories	LIFEPAK 15 REDI-CHARGE Adapter Tray	\$	274.00	\$	220.08	20%
11140-000080	Accessories	Extension Cable (8ft 3 in)	\$	408.00	\$	324.35	20%
11140-000074	Accessories	DC Power Adapter	\$	2,840.00	\$	2,185.80	17%
11140-000078	Accessories	Temperature Adapter Cable- 5ft	\$	482.00	\$	396.83	18%
11140-000079	Accessories	Temperature Adapter Cable- 10ft	\$	482.00	\$	396.83	18%
21330-000996	Accessories	ASSY-LP20 DOCKING STATION	\$	805.00	\$	409.05	19%
21330-001387	Accessories	LIFEPAK 15 In-service Video - DVD format	\$	50.00	\$	39.00	22%
11260-000044	Accessories	TrueCPR Carry Case	\$	97.00	\$	84.39	13%
11896-000374	Accessories	LP15 bed Connector	\$	205.00	\$	164.00	20%
11260-000048	Accessories	Carry Case for LIFEPAK 20/20e Defibrillator with Module	\$	295.00	\$	243.26	18%
11896-000106	Accessories	DURA-Y Multisite sensor (reusable)	\$	873.00	\$	742.08	15%
11260-000018	Accessories	LP20 Basic Carry Case	\$	217.00	\$	174.63	20%
11260-000016	Accessories	QUIK-COMBO Accessory pouch for LP20	\$	84.00	\$	67.01	20%
11260-000043	Accessories	LP20 Top Pouch	\$	88.00	\$	70.40	20%
11896-000310	Accessories	QUIK-COMBO 3-lead Patient Simulator	\$	1,098.00	\$	878.40	20%
99996-000117	Accessories	LF1000 Trainer	\$	1,298.00	\$	1,077.34	17%
11896-000311	Accessories	QUIK-COMBO 12-lead Patient Simulator	\$	1,261.00	\$	1,021.41	19%
11130-000061	Accessories	Standard hard paddles for use w/LIFEPAK 15	\$	1,263.00	\$	1,006.53	20%
11896-000326	Accessories	LIFEPAK 15 internal paddles adapter cable	\$	440.00	\$	356.40	19%
11260-000023	Accessories	LIFEPAK 1000 Hard shell, watertight carrying case	\$	809.00	\$	411.08	19%
11131-000022	Accessories	Internal paddles - 2" size (8.75" shaft length)	\$	518.00	\$	437.75	16%
11131-000010	Accessories	Internal paddles - 1" size (8.25" shaft length)	\$	518.00	\$	438.60	16%
11131-000011	Accessories	Internal paddles - 1.5" size (9" shaft length)	\$	518.00	\$	438.60	16%
11131-000012	Accessories	Internal paddles - 2" size (8.75" shaft length)	\$	518.00	\$	438.60	16%
11131-000013	Accessories	Internal paddles - 2.5" size (8.75" shaft length)	\$	518.00	\$	438.60	16%
11131-000014	Accessories	Internal paddles - 3.5" size (9" shaft length)	\$	518.00	\$	438.60	16%
11131-000019	Accessories	Internal paddles - 2.5" size (8.5" shaft length)	\$	518.00	\$	438.60	16%
11131-000021	Accessories	Internal paddles - 1.5" size (9" shaft length)	\$	518.00	\$	438.60	16%
11131-000023	Accessories	Internal paddles - 3.5" size (9" shaft length)	\$	518.00	\$	438.60	16%
11131-000001	Accessories	Internal paddle handles w/discharge control for use with LIFEPAK 12 or LIFEPAK 20	\$	2,864.00	\$	2,425.90	16%
11230-000019	Accessories	(Prot) LP20 Configuration Transfer Cable	\$	168.00	\$	129.60	20%
11141-000162	Accessories	(Prot) CodeManagement Module Lithium Ion Battery	\$	307.00	\$	251.74	18%
11141-000100	Accessories	(Prot) LMnO2 Non-Rechargeable Battery	\$	478.00	\$	383.39	19%
11110-000040	Accessories	(Prot) QUIK-COMBO therapy cable for use w/LIFEPAK 12 or LIFEPAK 20	\$	800.00	\$	404.17	19%
11113-000004	Accessories	(Prot) QUIK-COMBO therapy cable for use w/LIFEPAK 15	\$	900.00	\$	404.17	19%
11110-000029	Accessories	(Prot) 3-lead ECG cable for LIFEPAK 12 or LIFEPAK 20	\$	184.00	\$	148.06	20%
11896-000369	Accessories	(Prot) Monitor to PC USB Cable for connecting LIFEPAK 12 or LIFEPAK 15 to a PC	\$	379.00	\$	306.99	19%
21330-001176	Accessories	(Prot) LP18 Lithium-ion Battery 5.7 amp hrs	\$	606.00	\$	490.86	19%
11110-000176	Accessories	(Prot) DEC-8 Cable Extension: 8'	\$	96.00	\$	76.30	21%
11160-000015	Accessories	(Prot) NIBP Cuff-Reusable, Adult	\$	40.00	\$	31.88	20%
11141-000115	Accessories	(Prot) REDI-CHARGE Base	\$	2,022.00	\$	1,617.60	20%
21300-008146	Accessories	(Prot) LIFEPAK 15 NIBP Hose, 12'	\$	120.00	\$	66.00	45%
21300-008148	Accessories	(Prot) LIFEPAK 15 NIBP Hose, 9' coiled	\$	120.00	\$	66.00	46%
21300-008147	Accessories	(Prot) LIFEPAK 15 NIBP Hose, 8'	\$	105.00	\$	66.15	37%
11896-000090	Accessories	(Prot) Durasensor - Adult finger sensor	\$	394.00	\$	334.80	16%
11140-000098	Accessories	(Prot) AC Power Adapter	\$	2,166.00	\$	1,803.64	17%
11140-000081	Accessories	(Prot) Right angle cable (10in) included with ACFA & DCPA	\$	403.00	\$	324.35	20%
11141-000112	Accessories	(Prot) LIFEPAK 20e Lithium-ion Rechargeable Internal Battery	\$	393.00	\$	316.88	19%
11877-000011	Accessories	(Prot) Mobile Battery Charger - FOR THE LP15	\$	2,689.00	\$	2,187.89	19%
11111-000022	Accessories	(Prot) 12 Lead ECG, Precordial Leads (AHA)	\$	198.00	\$	160.59	19%
11877-000004	Accessories	(Prot) Station Battery Charger - For the LP15	\$	2,469.00	\$	1,991.58	19%
11111-000020	Accessories	(Prot) 8ft Trunk cable with AHA limb leads	\$	499.00	\$	402.73	19%
11111-000018	Accessories	(Prot) 8ft Trunk cable with AHA limb leads	\$	494.00	\$	398.48	19%
11160-000011	Accessories	(Prot) NIBP Cuff-Reusable, Infant	\$	29.00	\$	22.51	22%
11896-000061	Accessories	(Prot) Oxiband Adult/Neonatal Sensor	\$	299.00	\$	254.15	16%
11896-000062	Accessories	(Prot) Oxiband Pediatric/Infant Sensor	\$	299.00	\$	254.15	16%
11110-000086	Accessories	(Prot) 6-lead ECG Cable for LIFEPAK 12 or LIFEPAK 20	\$	337.00	\$	271.43	19%
11111-000016	Accessories	(Prot) 3-Wire ECG Cable	\$	337.00	\$	271.43	19%
11896-000375	Accessories	(Prot) Cable DC Input LP15 Battery Charger	\$	108.00	\$	84.80	20%
11133-000007	Accessories	(Prot) Pediatric paddle, external lea (2 required) multi-language	\$	128.00	\$	102.06	19%
11141-000149	Accessories	(Prot) LIFEPAK NiCd Battery with fuel gauge 1.8amp hrs	\$	447.00	\$	362.07	19%
11140-000015	Accessories	(Prot) AC Power Cord	\$	105.00	\$	87.10	17%
11877-000019	Accessories	(Prot) LP15 Power Attachment Kit	\$	76.00	\$	62.45	18%
11110-000042	Accessories	(Prot) DEC-4 Cable Extension: 4'	\$	90.00	\$	71.11	21%
11425-000007	Accessories	(Prot) BAG ASSEMBLY, NO STRAP, LIFEPAK 1000	\$	190.00	\$	162.00	20%
11160-000013	Accessories	(Prot) NIBP Cuff-Reusable, Child	\$	33.00	\$	25.88	22%
11220-000028	Accessories	(Prot) Top Pouch for the LP12/LP15	\$	78.00	\$	61.62	21%
11160-000019	Accessories	(Prot) NIBP Cuff-Reusable Adult X large	\$	65.00	\$	52.00	20%
11260-000039	Accessories	(Prot) LIFEPAK 15 Carry case back pouch	\$	111.00	\$	88.93	20%
11160-000017	Accessories	(Prot) NIBP Cuff-Reusable, Lg Adult	\$	46.00	\$	35.84	23%
11425-000001	Accessories	(Prot) Accessory pouch for 3-wire cable and/or other accessories	\$	91.00	\$	71.89	21%
11877-000002	Accessories	(Prot) LIFEPAK 15 Basic carry case w/ right & left pouches	\$	432.00	\$	348.68	19%
11877-000001	Accessories	(Prot) LIFEPAK 15 Shoulder strap	\$	82.00	\$	40.69	21%
11425-000012	Accessories	(Prot) LIFEPAK 1000 Replacement Shoulder Strap for carry case	\$	81.00	\$	48.80	20%
11113-000002	Accessories	(Prot) QUIK-COMBO Test Plug for testing QC Cable	\$	35.00	\$	25.33	21%
11896-000198	Accessories	(Prot) MNC-1 Adapter Cable - 4 foot	\$	738.00	\$	590.40	20%
11896-000183	Accessories	(Prot) MNC-1 Adapter Cable - 10 foot	\$	779.00	\$	623.20	20%
11896-000365	Accessories	(Prot) RED MNC ADAPTER CABLE, 4FT, 2641	\$	1,147.00	\$	929.07	19%
11130-000037	Accessories	(Prot) LIFEPAK 20E Standard Adult Detachable Hard Paddles	\$	2,069.00	\$	1,672.44	19%
11131-000024	Accessories	(Prot) Internal paddles - 1.5" size (14.25" shaft length)	\$	516.00	\$	438.60	16%
26800-003645	AED Accessories	TAG, LOCAL EMERGENCY CONTACT NUMBER, 911, MULTI	\$	5.89	\$	5.00	15%
11101-000021	AED Accessories	Replacement Electrode Kit	\$	177.00	\$	150.45	15%
11101-000017	AED Accessories	Electrode Infant/Child reduced energy starter kit	\$	244.00	\$	196.98	19%
11101-000016	AED Accessories	Electrode replacement infant/child reduced energy	\$	151.00	\$	121.05	20%
11141-000185	AED Accessories	Replacement Battery Kit	\$	307.00	\$	260.95	15%
11141-000186	AED Accessories	BATTERY, D-CELL, TRAINER, LPCR2, Pack of 4	\$	26.00	\$	22.10	15%
11250-000144	AED Accessories	MANIKIN, TRAINER, LPCR2	\$	31.00	\$	26.35	15%
11250-000178	AED Accessories	Replacement Handle Kit	\$	31.00	\$	26.35	15%
11512-000002	AED Accessories	Handle Kit	\$	31.00	\$	26.35	15%
21250-000003	AED Accessories	DOOR, BATTERY, 3 PACK, TRAINER, LPCR2	\$	21.19	\$	18.01	15%
11140-000100	AED Accessories	AC/DC POWER CONVERTER, LP1000 BATTERY CHARGER	\$	113.00	\$	90.40	20%
21300-008143	AED Accessories	CABLE, USB2.0 A MALE TO MICRO-B, 1.8 SFT	\$	18.84	\$	16.01	15%
11250-000162	AED Accessories	KIT, SHIPPING, TRAINER, LPCR2, ENGLISH	\$	816.00	\$	693.60	15%
11250-000147	AED Accessories	KIT, SHIPPING, DEMO, LPCR2, ENGLISH	\$	880.00	\$	748.00	15%
11140-000099	AED Accessories	Rechargeable Battery Charger kit, LP1000	\$	610.00	\$	488.00	20%
11512-000001	AED Accessories	Replacement Lid Kit	\$	91.00	\$	77.35	15%

81700-000007	LP18	Bundle: LIFEPAK 18 w/ ACPA (Standard)	\$	20,267.00	\$	16,821.61	17%
99512-001267	LPCR2	LPCR2 Fully-automatic, WIFI,English-Spanish, Bag	\$	3,821.00	\$	2,715.75	25%
99512-001265	LPCR2	LPCR2 Semi-automatic, WIFI,English-Spanish, Bag	\$	3,853.00	\$	2,514.75	25%
99512-001262	LPCR2	LPCR2 Semi-automatic, WIFI,English, Handle	\$	3,182.00	\$	2,364.00	25%
99512-001263	LPCR2	LPCR2 Fully-automatic, WIFI,English, Bag	\$	3,821.00	\$	2,640.75	25%
99512-001268	LPCR2	LPCR2 Fully-automatic, WIFI,English-Spanish, Handle	\$	3,821.00	\$	2,640.75	25%
99512-001261	LPCR2	LPCR2 Semi-automatic, WIFI,English, Bag	\$	3,258.00	\$	2,439.75	25%
99512-001266	LPCR2	LPCR2 Semi-automatic, WIFI,English-Spanish, Handle	\$	3,258.00	\$	2,439.75	25%
99512-001434	LPCR2	LPCR2 USB Fully-automatic, English, Handle	\$	3,213.00	\$	2,409.75	25%
99512-001264	LPCR2	LPCR2 Fully-automatic, WIFI,English, Handle	\$	3,421.00	\$	2,565.75	25%
99512-001435	LPCR2	LPCR2 USB Semi-automatic, English, Handle	\$	3,079.00	\$	2,309.25	25%
99576-000063	Lucas	LUCAS 3, 3.1, IN SHIPPING BOX, EN	\$	20,016.00	\$	17,212.90	14%
99576-000083	Lucas	LUCAS 3, 3.1, TRAINING UNIT, EN	\$	11,882.00	\$	10,201.32	14%
11576-000088	Lucas Accessorie	LUCAS Slim Back Plate	\$	524.00	\$	406.67	22%
11576-000094	Lucas Accessorie	LUCAS Carrying Case, Hard Shell	\$	596.00	\$	476.80	20%
11576-000064	Lucas Accessorie	LUCAS PCI BACK PLATE	\$	4,667.00	\$	3,741.02	20%
11576-000060	Lucas Accessorie	LUCAS 2 Stand-alone Battery Charger	\$	1,856.00	\$	1,244.00	20%
11576-000046	Lucas Accessorie	LUCAS 2 Disposable Suction Cup (3 pack)	\$	186.00	\$	149.55	20%
11576-000035	Lucas Accessorie	LUCAS 1 Carry Bag (Backpack)	\$	787.00	\$	631.49	20%
11576-000047	Lucas Accessorie	LUCAS 2 Disposable Suction Cup (12 pack)	\$	662.00	\$	533.76	19%
21996-000044	Lucas Accessorie	LUCAS Back Plate	\$	502.00	\$	406.62	19%
11996-000278	Lucas Accessorie	LUCAS 1 Connector - Chemtron Air	\$	491.00	\$	397.71	19%
11996-000279	Lucas Accessorie	LUCAS 1 Connector - Ohmeda Air	\$	491.00	\$	397.71	19%
11996-000280	Lucas Accessorie	LUCAS 1 Connector - Puritan Bennet Air	\$	491.00	\$	397.71	19%
11996-000281	Lucas Accessorie	LUCAS 1 Connector - Diss Air	\$	491.00	\$	397.71	19%
11996-000282	Lucas Accessorie	LUCAS 1 Connector - Schrader Air	\$	491.00	\$	397.71	19%
11996-000283	Lucas Accessorie	LUCAS 1 Connector - Oxequip Air	\$	491.00	\$	397.71	19%
21996-000061	Lucas Accessorie	LUCAS 1 Extension Hose	\$	484.00	\$	367.74	19%
11996-000285	Lucas Accessorie	LUCAS 1 Regulator	\$	845.00	\$	684.45	19%
11576-000053	Lucas Accessorie	Back Plate Grip Tape (3 pack)	\$	154.00	\$	124.36	19%
11576-000090	Lucas Accessorie	Grip Tape (3-pack), LUCAS Slim Back Plate	\$	82.00	\$	73.60	20%
11576-000089	Lucas Accessorie	Grip Tape, LUCAS Slim Back Plate	\$	38.00	\$	31.34	18%
11576-000080	Lucas Accessorie	LUCAS 3 Battery - Dark Grey - Rechargeable LiPo	\$	925.00	\$	732.40	21%
11576-000048	Lucas Accessorie	LUCAS 2 12V Car Cable	\$	189.00	\$	150.33	20%
11576-000051	Lucas Accessorie	Patient Strap (secures patient's arms to support legs of LUCAS - 3 pack)	\$	359.00	\$	286.08	20%
11576-000071	Lucas Accessorie	Lucas Power Supply	\$	492.00	\$	390.32	21%
11576-000052	Lucas Accessorie	Back Plate Grip Tape	\$	60.00	\$	48.07	20%
11576-000070	Lucas Accessorie	LUCAS 2 Rubber Bumper	\$	57.00	\$	46.00	19%
11576-000039	Lucas Accessorie	LUCAS 2 Battery - Rechargeable Lithium Polymer (LiPo)	\$	981.00	\$	782.31	20%
11576-000038	Lucas Accessorie	LUCAS 2 Carrying Bag	\$	456.00	\$	368.33	19%
21576-000074	Lucas Accessorie	LUCAS Stabilization Strap	\$	128.00	\$	98.82	19%
11576-000036	Lucas Accessorie	Patient Strap (each)	\$	143.00	\$	114.02	20%
21576-000073	Lucas Accessorie	LUCAS Stabilization Strap (4 pack)	\$	392.00	\$	317.82	19%
11576-000091	Lucas Accessorie	LUCAS 3 Bumpers (Black)	\$	57.00	\$	45.60	20%
11576-000050	Lucas Accessorie	Patient Strap (Secures patient's arms to support legs of LUCAS - 1pr)	\$	138.00	\$	111.13	19%
11996-000471	Modem	4G Modem: Verizon Cellular non-Kore (customer data plan)	\$	1,846.00	\$	1,345.02	13%
11996-000474	Modem	4G Modem: Verizon Cellular Kore (Stryker data plan)	\$	1,846.00	\$	1,345.02	13%
11996-000473	Modem	4G Modem: AT&T Cellular Kore (Stryker data plan)	\$	1,846.00	\$	1,345.02	13%
78000671	Procare Contract	LIFEPAK 20 Protect Service	\$	485.00	\$	412.25	18%
79000024	Procare Contract	Lucas - Protect - PRT - GE	\$	613.00	\$	521.05	18%
78000125	Procare Contract	4-yr TrueCPR Extended Warranty	\$	281.00	\$	238.85	18%
78000708	Procare Contract	4YR TrueCPR Extended Warranty	\$	281.00	\$	238.85	18%
79000020	Procare Contract	LP15 - PM Only - PRT - GE	\$	258.00	\$	219.30	18%
78000106	Procare Contract	LP20 On Site Protect no batt	\$	310.00	\$	263.80	18%
78000677	Procare Contract	LIFEPAK 20 Protect Service	\$	310.00	\$	263.80	18%
79000015	Procare Contract	Lucas PRT Prevent Batt CordAPT	\$	491.00	\$	417.35	18%
78000101	Procare Contract	LP20 Ship In Prevent	\$	674.00	\$	572.90	18%
78000603	Procare Contract	LIFEPAK CR Plus PM	\$	337.00	\$	286.45	18%
78000662	Procare Contract	LIFEPAK 20 Prevent Service	\$	674.00	\$	572.90	18%
78000683	Procare Contract	LIFEPAK 20 PM	\$	337.00	\$	286.45	18%
78000665	Procare Contract	LIFEPAK 20 Prevent Service	\$	758.00	\$	641.75	18%
78000110	Procare Contract	LP20 Ship In PM	\$	782.00	\$	664.70	18%
78000689	Procare Contract	LIFEPAK 20 Prevent Service	\$	782.00	\$	664.70	18%
79000022	Procare Contract	LP15 - Prevent - PRT - GE	\$	365.00	\$	310.25	18%
78000123	Procare Contract	LP12 PM SI Repair Plus No Batt	\$	1,800.00	\$	1,020.00	18%
78000122	Procare Contract	LP12 PM SI Repair Plus	\$	1,844.00	\$	1,397.40	18%
79000002	Procare Contract	LP20E - PRT PM Batt CMM - TOS	\$	548.00	\$	465.80	18%
79000005	Procare Contract	LP20e PRT Protect Batt CMM APT	\$	548.00	\$	465.80	18%
78000602	Procare Contract	LIFEPAK CR Plus PM	\$	418.00	\$	355.30	18%
79000001	Procare Contract	LP20e - PRT Protect -TOS	\$	314.00	\$	266.80	18%
79000004	Procare Contract	LP20e PRT Protect Batt APT	\$	314.00	\$	266.80	18%
78000120	Procare Contract	LP12 On Site PM	\$	471.00	\$	400.35	18%
79000013	Procare Contract	Lucas PRT Prevent Batt Cord	\$	786.00	\$	688.10	18%
78000061	Procare Contract	HeartSine ShipIn Insp w batt	\$	236.00	\$	200.60	18%
78000112	Procare Contract	LP12 On Site Prevent	\$	1,888.00	\$	1,604.80	18%
78000114	Procare Contract	LP12 On Site Prevent no batt	\$	1,443.00	\$	1,226.55	18%
78000117	Procare Contract	LP12 Ship In Protect	\$	1,443.00	\$	1,226.55	18%
78000116	Procare Contract	LP12 On Site Protect	\$	1,496.00	\$	1,271.60	18%
78000103	Procare Contract	LP20 Ship In Prevent no batt	\$	498.00	\$	424.15	18%
78000119	Procare Contract	LP12 Ship In Protect no batt	\$	998.00	\$	848.30	18%
78000668	Procare Contract	LIFEPAK 20 Prevent Service	\$	499.00	\$	424.15	18%
78000113	Procare Contract	LP12 Ship In Prevent	\$	1,924.00	\$	1,295.40	18%
78000115	Procare Contract	LP12 Ship In Prevent no batt	\$	1,078.00	\$	916.30	18%
78000706	Procare Contract	Lucas Protect Ship In	\$	1,078.00	\$	916.30	18%
78000118	Procare Contract	LP12 On Site Protect no batt	\$	1,052.00	\$	894.20	18%
78000060	Procare Contract	HeartSine OnSite Insp w batt	\$	290.00	\$	246.50	18%
78000111	Procare Contract	LP20 OS PM SI Protect no batt	\$	607.00	\$	515.95	18%
78000692	Procare Contract	LIFEPAK 20 Prevent Service	\$	607.00	\$	515.95	18%
79000023	Procare Contract	Lucas - Prevent - PRT - GE	\$	715.00	\$	607.75	18%
78000124	Procare Contract	Packaged- Code Management	\$	401.00	\$	340.85	18%
79000008	Procare Contract	LP15 - PRT Protect Batt -TOS	\$	376.00	\$	319.60	18%
79000011	Procare Contract	LP15 PRT Protect Batt APT	\$	376.00	\$	319.60	18%
78000680	Procare Contract	LIFEPAK 20 Protect Service	\$	215.00	\$	182.75	18%
79000019	Procare Contract	LP20E - PM Only - PRT - GE	\$	242.00	\$	205.70	18%
78000109	Procare Contract	LP20 Ship In PM	\$	270.00	\$	229.50	18%
78000686	Procare Contract	LIFEPAK 20 PM	\$	270.00	\$	229.50	18%
79000009	Procare Contract	LP15 PRT Prevent Batt Cord TOS	\$	433.00	\$	368.05	18%
78000354	Procare Contract	Labor	\$	355.00	\$	301.75	18%
78000121	Procare Contract	LP12 Ship In PM	\$	391.00	\$	332.35	18%
78000674	Procare Contract	LIFEPAK 20 Protect Service	\$	391.00	\$	332.35	18%
79000006	Procare Contract	LP20e PRT PM Batt APT	\$	285.00	\$	242.25	18%

79000021	Procure Contract LP15 - Protect - PRT - GE	\$	342.00	\$	290.70	15%
78000100	Procure Contract LP20 On Site Prevent	\$	1,013.00	\$	861.06	18%
78000659	Procure Contract LFEPAK 20 Prevent Service	\$	1,013.00	\$	861.06	18%
79000012	Procure Contract LP15 PRT Prevent Batt Cord APT	\$	471.00	\$	400.35	16%
78000623	Procure Contract LFEPAK 15 Protect Service	\$	1,043.00	\$	886.55	18%
78000107	Procure Contract LP20 Ship In Protect no batt	\$	234.00	\$	198.90	18%
78000108	Procure Contract LP20 Ship In Protect	\$	425.00	\$	361.25	18%
78000030	Procure Contract L1000 Ship In PM w batt	\$	382.00	\$	324.70	18%
78000608	Procure Contract LFEPAK 1000 PM	\$	382.00	\$	324.70	18%
78000025	Procure Contract L1000 On Site Prevent w batt	\$	720.00	\$	612.00	15%
78000607	Procure Contract LFEPAK 1000 Prevent Service	\$	720.00	\$	612.00	15%
78000104	Procure Contract LP20 On Site Protect	\$	529.00	\$	449.65	16%
78000002	Procure Contract LP15 Ship In Prevent	\$	1,332.00	\$	1,132.20	18%
78000615	Procure Contract LFEPAK 15 Prevent Service	\$	1,332.00	\$	1,132.20	18%
78000003	Procure Contract LP15 On Site Protect	\$	1,351.00	\$	1,148.35	18%
78000619	Procure Contract LFEPAK 15 Protect Service	\$	1,351.00	\$	1,148.35	18%
78000010	Procure Contract LP15 OnSiteProtect w batt	\$	1,836.00	\$	1,560.60	18%
78000126	Procure Contract Case Change	\$	1,836.00	\$	1,560.60	18%
78000647	Procure Contract LFEPAK 15 Protect Service	\$	1,836.00	\$	1,560.60	18%
78000019	Procure Contract LUC OS PM SI Protect	\$	823.00	\$	699.55	16%
78000102	Procure Contract LP20 On Site Prevent no batt	\$	823.00	\$	699.55	16%
78000702	Procure Contract LUCAS Prevent Service	\$	823.00	\$	699.55	16%
78000012	Procure Contract LP15 OS PM SI Protect w batt	\$	1,940.00	\$	1,649.00	18%
78000029	Procure Contract L1000 OnSite PM w batt	\$	488.00	\$	412.25	18%
78000606	Procure Contract LFEPAK 1000 PM	\$	488.00	\$	412.25	18%
78000655	Procure Contract LFEPAK 15 Prevent Service	\$	1,940.00	\$	1,649.00	18%
78000007	Procure Contract LP15 OnSite PM Ship In Protect	\$	1,454.00	\$	1,235.90	18%
78000635	Procure Contract LFEPAK 15 Prevent Service	\$	1,454.00	\$	1,235.90	18%
78000031	Procure Contract L1000 OS PM SI Protect w batt	\$	632.00	\$	537.20	18%
78000610	Procure Contract LFEPAK 1000 Prevent Service	\$	632.00	\$	537.20	18%
78000024	Procure Contract LUC OS PM SI Protect w batt	\$	1,557.00	\$	1,323.45	18%
78000707	Procure Contract LUCAS Prevent Service	\$	1,557.00	\$	1,323.45	18%
78000027	Procure Contract L1000 On Site Protect w batt	\$	988.00	\$	834.80	18%
78000604	Procure Contract LFEPAK 1000 Protect Service	\$	988.00	\$	834.80	18%
78000006	Procure Contract LP15 Ship In PM	\$	441.00	\$	374.85	18%
78000017	Procure Contract LUC OnSite PM	\$	441.00	\$	374.85	18%
78000631	Procure Contract LFEPAK 15 PM	\$	441.00	\$	374.85	18%
78000700	Procure Contract LUCAS PM	\$	441.00	\$	374.85	18%
78000008	Procure Contract LP15 On Site Prevent w batt	\$	2,204.00	\$	1,873.40	18%
78000639	Procure Contract LFEPAK 15 Prevent Service	\$	2,204.00	\$	1,873.40	18%
78000023	Procure Contract LUCAS Ship In Protect w batt	\$	1,175.00	\$	998.75	18%
78000001	Procure Contract LP15 On Site Prevent	\$	1,719.00	\$	1,461.15	18%
78000009	Procure Contract LP15 Ship In Prevent w batt	\$	1,719.00	\$	1,461.15	18%
78000020	Procure Contract LUC On Site Prevent w batt	\$	1,719.00	\$	1,461.15	18%
78000611	Procure Contract LFEPAK 15 Prevent Service	\$	1,719.00	\$	1,461.15	18%
78000643	Procure Contract LFEPAK 15 Prevent Service	\$	1,719.00	\$	1,461.15	18%
78000703	Procure Contract LUCAS Prevent Service	\$	1,719.00	\$	1,461.15	18%
78000021	Procure Contract LUC Ship In Prevent w batt	\$	1,425.00	\$	1,211.25	18%
79000018	Procure Contract LP15 - PRT Prevent - APT	\$	398.00	\$	338.30	18%
78000013	Procure Contract LUC On Site Prevent	\$	984.00	\$	836.40	18%
78000696	Procure Contract LUCAS Prevent Service	\$	984.00	\$	836.40	18%
78000011	Procure Contract LP15 Ship In Protect w batt	\$	1,528.00	\$	1,298.80	18%
78000681	Procure Contract LFEPAK 15 Protect Service	\$	1,528.00	\$	1,298.80	18%
78000005	Procure Contract LP15 On Site PM	\$	544.00	\$	462.40	18%
78000627	Procure Contract LFEPAK 15 PM	\$	544.00	\$	462.40	18%
78000014	Procure Contract LUC Ship In Prevent	\$	690.00	\$	586.50	18%
78000697	Procure Contract LUCAS Prevent Service	\$	690.00	\$	586.50	18%
78000004	Procure Contract LP15 Ship In Protect	\$	1,044.00	\$	887.40	18%
78000022	Procure Contract LUC On Site Protect w batt	\$	1,397.00	\$	1,187.45	18%
78000705	Procure Contract LUCAS Prevent Service	\$	1,397.00	\$	1,187.45	18%
78000018	Procure Contract LUCShipInPM	\$	374.00	\$	317.90	18%
78000701	Procure Contract LUCAS PM	\$	374.00	\$	317.90	18%
78000028	Procure Contract L1000 Ship In Protect w batt	\$	456.00	\$	387.60	18%
78000044	Procure Contract LFCR2 On Site PM w batt	\$	456.00	\$	387.60	18%
78000046	Procure Contract LFCR PLUS On Site PM w batt	\$	456.00	\$	387.60	18%
78000600	Procure Contract LFEPAK CR2 PM	\$	456.00	\$	387.60	18%
78000605	Procure Contract LFEPAK 1000 Protect Service	\$	456.00	\$	387.60	18%
78000026	Procure Contract L1000ShipInPreventwbatt	\$	559.00	\$	475.15	15%
78000609	Procure Contract LFEPAK 1000 Prevent Service	\$	559.00	\$	475.15	15%
78000015	Procure Contract LUC On Site Protect	\$	662.00	\$	562.70	15%
78000698	Procure Contract LUCAS Prevent Service	\$	662.00	\$	562.70	15%
79000017	Procure Contract LP15 - PRT Protect - APT	\$	349.00	\$	296.65	18%
78000045	Procure Contract LFCR2 Ship In PM w batt	\$	368.00	\$	312.80	18%
78000047	Procure Contract LFCR PLUS Ship In PM w batt	\$	368.00	\$	312.80	18%
78000108	Procure Contract LP20 On Site PM	\$	368.00	\$	312.80	18%
78000601	Procure Contract LFEPAK CR2 PM	\$	368.00	\$	312.80	18%
78000699	Procure Contract LUCAS Prevent Service	\$	448.00	\$	380.80	18%
78000016	Procure Contract LUC Ship In Protect	\$	448.00	\$	380.80	18%
79000007	Procure Contract LP15- PRT PM Batt - TOS	\$	387.00	\$	328.95	18%
79000010	Procure Contract LP15 PRT PM Batt APT	\$	387.00	\$	328.95	18%
78000704	Procure Contract LUCAS Prevent Service	\$	1,719.00	\$	1,461.15	18%
79000014	Procure Contract Lucas PRT Protect Batt Cord	\$	813.00	\$	691.05	18%
79000016	Procure Contract Lucas PRT Protect Batt CordAPT	\$	813.00	\$	691.05	18%
79000003	Procure Contract LP20 - PRT PM Batt - TOS	\$	625.00	\$	531.25	18%
301-000-000	Video Laryngosc:McGRATH MAC EMS Video Laryngoascope (new part number May 2022, replacing 11996-000393)	\$	3,333.00	\$	3,003.05	18%



# STAFF REPORT

Fire Department

**DATE:** May 16, 2023  
**TO:** Honorable Mayor and City Council  
**FROM:** Chen Suen, Fire Chief  
By: Tom Devlin, Battalion Chief

**SUBJECT:** RESOLUTION NO. 7496 AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT ACQUISITION PROGRAM BUDGET AND APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$62,022 FROM THE EQUIPMENT REPLACEMENT RESERVE FUND FOR THE PURCHASE OF A NEW 2023 RANGER CREW XP 1000 NORTHSTAR ULTIMATE UTILITY TERRAIN VEHICLE FROM POLARIS SALES, INC.

**CEQA: Not a Project**

**Recommendation: Adopt and Approve**

## SUMMARY

In the upcoming Fiscal Year 2023-24 Equipment Acquisition Program Budget, the Fire Department is requesting an \$80,000 allocation for expenses related to the Urban Search and Rescue ("USAR") Equipment Replacement Program. This proposed budget amount is based on funding allocated to the Arcadia Fire Department by the 2021 State Homeland Security Grant Program ("SHSGP"). One of the primary conditions of this grant is that the purchase and delivery of this equipment must be completed by February 28, 2024. However, the type of USAR support vehicle that is being proposed in this report, a new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate that currently costs \$62,022, is estimated to take up to eight months to build. To ensure that the City of Arcadia does not lose its approved 2021 SHSGP Grant allocation, it is necessary that the vehicle purchase is fulfilled immediately and without delay. After exploring possible purchasing options, it was determined that using Sourcewell, a national cooperative purchasing program, enables the City to streamline the process of procuring this type of specialized mission vehicle, and receive the best price possible.

Therefore, it is recommended that the City Council adopt Resolution No. 7496 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and authorizing the purchase of a new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate utility terrain vehicle in the amount of \$62,022 from the Equipment Replacement Reserve Fund. Once

the grant program reimburses the City for this purchase, the funds will be returned to the Equipment Replacement Reserve Fund.

## **BACKGROUND**

The Arcadia Fire Department participates in the regional urban search and rescue (“USAR”) task force team, RTF-4, comprising of 30 members who are specially trained and equipped to respond on large or complex USAR operations. The Fire Department allocates three personnel in addition to apparatus and equipment to RTF-4. Other agencies that participate in this team include the Cities of Monrovia, Pasadena, Monterey Park, Glendale, Alhambra, and San Gabriel.

The State Homeland Security Grant Program (“SHSGP”) allows for a 100% reimbursement for pre-approved equipment identified through the grant application process. The City received a total of \$80,000 in grant approvals from the 2021 SHSGP Grant period to purchase specialized vehicles to supplement and support the City’s USAR 106 apparatus during local and regional incident responses. The specialized mission vehicle that has been pre-approved is a utility terrain vehicle (“UTV”), specifically a 2023 Polaris Ranger Crew XP 1000 NorthStar Ultimate costing \$62,022. A UTV enables the USAR team to respond to more remote areas in rougher terrain than a full-sized vehicle and is upfitted with the ability to carry injured persons on stretchers or backboards.



*Figure 1: Sample Vehicle*

This apparatus includes mounting hardware to accommodate rescues, a 4500-lb. rated winch (to extricate a vehicle in difficult situations), emergency lighting, and other associated equipment. The vehicle can be utilized to enhance the services that are delivered during wildland fires and specialized missions including USAR deployments with RTF-4. This vehicle also has enhanced capabilities that include all-wheel drive, a short wheelbase that greatly improves its turning radius, and has industrial strength and durability for towing and hauling in tough terrains. These features would improve the Fire personnel’s ability to access, treat, and transport victims or patients in off-road and hard-to-reach settings. The vehicle could also be utilized in special events within the City such as the 626 Night Market and other large crowd events.

Because this is a specialized vehicle that is built upon being ordered, it could take up to eight months to build and deliver. The 2021 SHSGP will fully reimburse the City for the purchase of this vehicle under the condition that the UTV must be purchased and delivered to the Fire Department by February 2024, which is about nine months from this report. Thus, time is of the essence to ensure that the UTV is purchased and acquired by the Fire Department before the grant expires.

The 2021 SHSGP grant is a reimbursable grant; meaning, the City must front the funding initially for the purchase of the grant-approved UTV. Once the grant claims are submitted and processed after the vehicle is purchased and delivered, the State will fully reimburse the City.

Based on these issues, an additional appropriation is necessary at this time since there is no funding available from the current FY 2022-23 budget for the purchase of a Fire UTV.

## **DISCUSSION**

The California Government Code authorizes public agencies to participate in cooperative purchasing agreements such as those established by Sourcewell while meeting the City's purchasing policy. Sourcewell is a State of Minnesota agency and a service cooperative purchasing program that was created under the laws of the State of Minnesota (Statutes Section 123A.21) offering cooperative procurement solutions to all U.S. public agencies. By utilizing a cooperative purchasing program, the City is able to streamline the procurement process for services/purchases at a lower cost than the traditional competitive bidding process. Cooperative purchasing agreements also leverage bulk pricing so vendors can provide goods and services at reduced costs.

Sourcewell awarded a contract to Polaris Sales, Inc. for a series of specialized vehicles with related equipment and accessories (see Attachment for a copy of the Agreement). The bidding process and equipment specifications outlined in the cooperative purchasing with Polaris Sales, Inc. have been reviewed by the Fire Department and it was determined that they meet the City's procurement requirements for the purchase of a new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate utility terrain vehicle.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") under Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

**FISCAL IMPACT**

A new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate utility terrain vehicle will cost \$62,022. The City has been approved by the 2021 State Homeland Security Grant Program (“SHSGP”) for the purchase of this type of vehicle by fully reimbursing its total cost. However, the purchase and delivery of the vehicle must be completed no later than February 2024, or about nine months from the writing of this report. Failure to meet this deadline will result in loss of funding from the 2021 SHSGP. Given the highly specialized type of this vehicle, it could take at least eight months to custom-build. There is no current budget allocation available for the purchase.

To ensure that the City does not lose its 2021 SHSGP grant reimbursement funding for the purchase of this vehicle, it is necessary to request for an additional appropriation from the Equipment Replacement Reserve Fund to front this vehicle’s purchase. Once this vehicle is delivered, the City will process its grant claim reimbursements to the State and the fully reimbursed amount will be deposited back to the Equipment Replacement Reserve Fund.

**RECOMMENDATION**

It is recommended that the City Council determine that this action does not constitute a project and is, therefore, exempt under the California Environmental Quality Act (“CEQA”); and adopt Resolution No. 7496 amending the Fiscal Year 2022-23 Equipment Acquisition Program Budget and approving a supplemental budget appropriation in the amount of \$62,022 from the Equipment Replacement Reserve Fund for the purchase of a new 2023 Ranger Crew XP 1000 Northstar Ultimate Utility Terrain vehicle from Polaris Sales, Inc.

Approved:

  
Dominic Lazzaretto  
City Manager

Attachments: Resolution No. 7496  
Sourcewell Agreement with Polaris Ranger, Inc.

RESOLUTION NO. 7496

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 EQUIPMENT ACQUISITION PROGRAM BUDGET AND APPROVING A SUPPLEMENTAL BUDGET APPROPRIATION IN THE AMOUNT OF \$62,022 FROM THE EQUIPMENT REPLACEMENT RESERVE FUND FOR THE PURCHASE OF A NEW 2023 RANGER CREW XP 1000 NORTHSTAR ULTIMATE UTILITY TERRAIN VEHICLE FROM POLARIS SALES, INC.

WHEREAS, the Fire Department (“Department”) has been approved for a reimbursable grant from 2021 State Homeland Security Grant Program (“SHSGP”), including a specific allocation of \$62,022 for the purchase of a specialized mission vehicle to support the Department’s urban search and rescue (“USAR”) operations; and

WHEREAS, one of the requirements of the 2021 SHSGP reimbursement grant is that the eligible specialized mission vehicle must be acquired by the Fire Department no later than February 28, 2024; and

WHEREAS, a new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate utility terrain vehicle (“UTV”), with a total cost of \$62,022, has been identified as meeting the requirements of the grant and the Department and will require eight months to custom build; and

WHEREAS, given the length of time to build the UTV and the timeline requirements set by the 2021 SHSGP grant reimbursement for the purchase and delivery of such an equipment, it is necessary that the purchase of the UTV must occur immediately or the City of Arcadia will lose this funding; and

WHEREAS, there is no current available funding available in the FY 2022-23 budget for the purchase of the UTV; and

WHEREAS, an amendment of the Fiscal Year 2022-23 Equipment Acquisition

Program Budget authorizing a supplemental budget appropriation is needed to purchase the UTV in the amount of \$62,022; and

WHEREAS, the supplemental budget appropriation will be offset by a reduction in the Equipment Replacement Reserve Fund; and

WHEREAS, the 2021 SHSGP grant will reimburse the City for this purchase once the UTV is delivered and said grant funds will be deposited into the Equipment Replacement Reserve Fund; and

WHEREAS, an approval of a Purchase Order with Polaris Sales, Inc. will allow for the purchase of a new 2023 Polaris Ranger Crew XP 1000 Northstar Ultimate utility terrain vehicle in the amount of \$62,022; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the Equipment Replacement Reserve Fund to front the costs of the purchase.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The sum of \$62,022 is hereby appropriated in the Fire Department budget for the forgoing purposes, offset with an equal reduction in the Equipment Replacement Reserve Fund, and the City Manager is hereby authorized to enter into a purchase order with Polaris Sales, Inc. to purchase the vehicle.

SECTION 2. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 16th day of May, 2023.

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Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Michael J. Maurer  
City Attorney



## **Solicitation Number: RFP #122220**

### **CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Polaris Sales Inc., 2100 Hwy 55, Medina, MN 55340 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services from which Vendor was awarded a contract.

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

#### **1. TERM OF CONTRACT**

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires January 29, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 14 survive the expiration or cancellation of this Contract.

#### **2. EQUIPMENT, PRODUCTS, OR SERVICES**

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

All Equipment and Products provided under this Contract must be new/current model. Vendor may offer close-out or refurbished Equipment or Products if they are clearly indicated in Vendor's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

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

B. **WARRANTY.** Vendor warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Vendor warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Vendor's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that is effective past the expiration of the Vendor's warranty will be passed on to the Participating Entity.

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

### **3. PRICING**

All Equipment, Products, or Services under this Contract will be priced as stated in Vendor's Proposal.

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

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

A. **SHIPPING AND SHIPPING COSTS.** All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Vendor must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable

time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

#### **4. PRODUCT AND PRICING CHANGE REQUESTS**

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

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

restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

## **5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS**

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

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

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

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

## **6. PARTICIPATING ENTITY USE AND PURCHASING**

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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

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

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

D. **TERMINATION OF ORDERS.** Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

E. **GOVERNING LAW AND VENUE.** The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

## **7. CUSTOMER SERVICE**

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

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

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

## **8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT**

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

The Report must contain the following fields:

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

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

The Vendor will submit payment to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcwell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcwell's banking institution per Sourcwell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

## **9. AUTHORIZED REPRESENTATIVE**

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

## **10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE**

A. **AUDIT.** Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

## **11. LIABILITY**

Vendor must indemnify, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees, arising out of the performance of this Contract by the Vendor or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications.

## **12. GOVERNMENT DATA PRACTICES**

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

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

## **13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT**

### **A. INTELLECTUAL PROPERTY**

1. *Grant of License.* During the term of this Contract:
  - a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use the Trademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.
  - b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.
2. *Limited Right of Sublicense.* The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

- a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.
- b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.
- c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. *Termination.* Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

#### **14. GOVERNING LAW, JURISDICTION, AND VENUE**

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

## 15. FORCE MAJEURE

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

## 16. SEVERABILITY

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

## 17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

## 18. INSURANCE

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

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

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

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

Minimum limits:

- \$500,000 each accident for bodily injury by accident
- \$500,000 policy limit for bodily injury by disease
- \$500,000 each employee for bodily injury by disease

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

Minimum Limits:

- \$1,000,000 each occurrence Bodily Injury and Property Damage
- \$1,000,000 Personal and Advertising Injury
- \$2,000,000 aggregate for Products-Completed operations
- \$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:  
\$2,000,000

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

Minimum limits:  
\$2,000,000 per occurrence  
\$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

## **19. COMPLIANCE**

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

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

## **20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION**

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

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

## **21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS**

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

B. **DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148).** When required by federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Vendor must be in compliance with all applicable Davis-Bacon Act provisions.

C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708).** Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

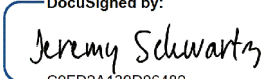
L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements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


**22. CANCELLATION**

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

Sourcewell

Polaris Sales Inc.


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

DocuSigned by:  
  
By: 51B59D3D3F0443C...  
Jed Leonard  
Title: Vice President-Polaris Government &  
Defense

Date: 1/25/2021 | 11:39 AM CST

Date: 1/25/2021 | 4:30 PM CST

Approved:

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

Date: 1/25/2021 | 4:38 PM CST

# RFP 122220 - Utility, Transport, Golf, and Recreation Vehicles with Related Accessories, Equipment, and Services

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## Vendor Details

Company Name: Polaris Sales Inc.  
Does your company conduct business under any other name? If yes, please state: No  
Address: 2100 Hwy 55  
Medina, MN 55340  
Contact: Michael Conrad  
Email: mike.conrad@polaris.com  
Phone: 763-417-8608  
HST#: 41-1921490

## Submission Details

Created On: Monday November 09, 2020 09:39:44  
Submitted On: Tuesday December 22, 2020 11:05:14  
Submitted By: Michael Conrad  
Email: mike.conrad@polaris.com  
Transaction #: 17419f34-8e0b-4c23-99f1-a6818b809b34  
Submitter's IP Address: 24.118.131.61

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## Specifications

**Table 1: Proposer Identity & Authorized Representatives**

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

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	Polaris Sales Inc.
2	Proposer Address:	2100 Hwy 55 Medina, MN 55340
3	Proposer website address:	www.polaris.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jed Leonard Vice President-Polaris Government & Defense 2100 Hwy 55, Medina, MN 55340 jed.leonard@polaris.com 763-847-8239
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Michael Conrad Manager, Programs & Contracts 2100 Hwy 55, Medina, MN 55340 mike.conrad@polaris.com 763-417-8608
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Aaron Stegemann Director, Commercial Sales 2100 Hwy 55, Medina, MN 55340 aaron.stegemann@polaris.com 763-847-8449

**Table 2: Company Information and Financial Strength**

Line Item	Question	Response *
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7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>Since our founding in 1954, we've been making high-quality, breakthrough products and broadening the view of powersports—whether it's launching the snowmobile industry, reinventing ATV and Off Road Vehicle categories year after year, developing the first purpose-built military vehicles, introducing a radical 3-wheel moto-roadster, or getting people to explore the outdoors by providing a network of ride and drive adventures.</p> <p>From our entrepreneurial roots as a mechanical shop, we've grown into a global leader with more than 30 brands and multiple services responsible for the company's growth into a major influencer on powersports and beyond. And in recent years, we've thoughtfully expanded our product, accessory and service portfolio beyond powersports with industrial, commercial, government and military customers based on customer feedback and broadening applications for its electric, gas and diesel-powered vehicles.</p> <p>We support and serve our employees, customers and the communities in which we work, live and ride through a commitment to quality and safety and environmental stewardship. Under our guiding principle of Best People, Best Team we are committed to helping our employees unleash their full potential and develop their skills to thrive in a customer-centric environment.</p> <p>We lead a business that is driven by innovation and Polaris continues to Think Outside by offering a diverse portfolio of best-in-class brands which reflect who we are as well as our pioneering approach to always improve how our customers work and play outdoors.</p> <p>Our vision is to fuel the passion of riders, workers and outdoors enthusiasts around the world by delivering innovative, high-quality vehicles, products, services and experiences that enrich their lives.</p> <p>Our Guiding Principles are</p> <ul style="list-style-type: none"> <li>- Best people, best team</li> <li>- Safety and ethics always</li> <li>- Customer Loyalty</li> </ul>
8	What are your company's expectations in the event of an award?	<p>Just as our company vision statement says, Polaris will fuel the passion of riders, workers and outdoor enthusiasts around the world by delivering innovative, high quality vehicles, products and services and experiences that enrich their lives. In the event of an award, Polaris is committed to continuing to provide specific application solutions for every Sourcewell member. Put simply, we will provide the appropriate vehicle for the specific desired solution of the Sourcewell member and continue to honor our ability to sell through this contract while engaging our dealer network to promote this contract during their sales process. In addition, we will continue to promote the Sourcewell contract on our website, through marketing materials, and at trade shows. These efforts will enable us to achieve our goal of increasing sales through the Sourcewell contract by 10-15% annually.</p>
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	<p>Polaris Inc. is a Fortune 500 company which trades on the New York Stock Exchange under the symbol PII. In the most recently completed fiscal year 2019, Polaris had revenues of \$6.7B with a gross profit of \$1.6B and a net profit of \$324M. Earnings per share were \$5.20. A copy of the 2019 Annual Report has been uploaded to provide further details.</p>
10	What is your US market share for the solutions that you are proposing?	<p>Polaris's US market share for the various categories are as follows:</p> <ul style="list-style-type: none"> <li>Low Speed Vehicles (GEM) = 35%</li> <li>Burden Carriers (Taylor-Dunn) = 30%</li> <li>ATV (Sportsman) = 33%</li> <li>Side by Side (Ranger) = 52%</li> <li>Side by Side (General) = 39%</li> <li>Side by Side (RZR) = 51%</li> <li>Snowmobiles = 42%</li> </ul>
11	What is your Canadian market share for the solutions that you are proposing?	<p>Polaris's Canadian market share for the various categories are as follows:</p> <ul style="list-style-type: none"> <li>Low Speed Vehicles (GEM) = 35%</li> <li>Burden Carriers (Taylor-Dunn) = 43%</li> <li>ATV (Sportsman) = 23%</li> <li>Side by Side (Ranger) = 38%</li> <li>Side by Side (General) = 22%</li> <li>Side by Side (RZR) = 44%</li> <li>Snowmobiles = 26%</li> </ul>
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	<p>Polaris Inc. has never petitioned for bankruptcy protection.</p>

13	<p>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.</p> <p>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?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>Polaris is an Original Equipment Manufacturer (OEM). Our dealer/distributor network is independent. Polaris provides vehicle set-up and pre-delivery inspection at dedicated US-based up-fit facilities or through our dealer network. Service, support and warranty of vehicles after delivery can be accomplished through one of our over 1,600 independent dealers located through North America. The location of a nearest Dealer can be determined through the following weblink: <a href="http://www.polaris.com/en-us/vehicles/FindADealer/Pages/FindDealer.aspx">http://www.polaris.com/en-us/vehicles/FindADealer/Pages/FindDealer.aspx</a></p> <ul style="list-style-type: none"> <li>• There are roughly 1400 Polaris dealers who carry the RANGER side-by-side utility vehicle product line</li> <li>• 207 Polaris dealers carry the GEM low-speed vehicle product line</li> <li>• 239 dealers carry the Taylor-Dunn product line.</li> <li>• 585 dealers carry the snowmobile product line.</li> </ul>
14	<p>If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.</p>	<p>Polaris Sales Inc. and/or its dealer network have all the necessary licenses and certifications to conduct business in all 50 states. Authorized dealers sign a Polaris dealer agreement annually, which outlines specific dealer requirements and policies. GEM dealers are licensed motor vehicle dealers in their respective states and can support the title and license requirements associated with selling GEM, an on-road vehicle.</p>
15	<p>Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.</p>	<p>Polaris has neither been suspended nor debarred in the last ten years.</p>

**Table 3: Industry Recognition & Marketplace Success**

Line Item	Question	Response *
16	<p>Describe any relevant industry awards or recognition that your company has received in the past five years</p>	<p>Polaris is focused on making it great for our customers through employing strong teams that's value the Polaris culture and that is shown in our award for being a recognized employer of choice. Polaris was named to the Fortune 500 list in 2018: <a href="https://www.polaris.com/en-us/news/company/polaris-named-to-fortune-500-list/">https://www.polaris.com/en-us/news/company/polaris-named-to-fortune-500-list/</a> this was a tremendous honor and a testament to the integrity and passion employees bring. Provided below is summary of recent awards that Polaris has received:</p> <p>Named to Forbes 2018 Best Large Employer List This ranking was based on the anonymous, independent responses of more than 30,000 full- and part-time U.S. employees. The questions focused on how likely a respondent would be to recommend an employer to a family member or friend.</p> <p>College Planning &amp; Management's 2018 New Product Award. GEM vehicle application packages won the College Planning &amp; Management 2018 New Product Award in the category of "Outdoor Environment, Vehicles," and cited for their usability and distinctive features. The award honors the top product development achievements of manufacturers and suppliers of products that enhance the learning environment</p> <p>Supertrax Media Real World Sled of the Year The Polaris 2018 800 Switchback XCR won this award for 2018 from Supertrax Media, which produces one of North America's most watched and longest-running snowmobile TV series. The award is evaluated across 18 categories and is the only snowmobile award given after a full season of riding. Supertrax Media praised the XCR for its "inimitable handling prowess and high-speed ditch-banging demeanor." The sled's brake and shock performance, along with its control and stability features, were also called out as highlights.</p> <p>AWDA Best Digital and UX Design Three Polaris websites – the Indian Motorcycle homepage, Slingshot homepage and Polaris ORV model landing page – received this award among 1,500 entries during the 2018 American Web Design Awards (AWDA). Winners were chosen based on how each website attracted audiences, generated new engagements and enhanced users' online communications experiences.</p> <p>FORTUNE 500 LIST In 2019, we were honored to be named to the Fortune 500 list for the second year in a row. We moved up 20 spots from our 2018 position of 496 to 476. Recognizing the talent, passion and commitment to excellence of our entire team, we couldn't be prouder. This ranking truly represents the countless hours</p>

		<p>our employees spend to drive our industries and products forward. Check out the full listing at: <a href="https://fortune.com/fortune500/2019/polaris-industries">fortune.com/fortune500/2019/polaris-industries</a></p> <p>INSTITUTIONAL INVESTOR In November of 2019, Polaris was recognized with a top-three, published position in Institutional Investor's 2020 All-American Executive Team rankings. Portfolio managers and sell-side analytics vote for companies across performance attributes including accessibility to senior executives, investor relations being well informed and empowered, timely and appropriate financial disclosure, quick and thorough responses to requests, availability of corporate documents and execution on the strategy. In our category of consumer leisure, we had the Best Investor Relations Program, Best in ESG/SRI metrics and Best in Corporate Governance. We also tied for the Best Analyst Days.</p> <p>NEWSWEEK'S 2020 LIST OF AMERICA'S MOST RESPONSIBLE COMPANIES Polaris was included on Newsweek's inaugural list of America's Most Responsible Companies, which recognizes companies for their corporate social responsibility efforts. Partnering with Statista, Newsweek selected 300 companies from an initial pool of 2,000 that received the highest scores based on analysis of publicly available key performance indicators and an independent survey on three areas: environmental, social and corporate governance. We are honored to have been recognized for the work and amongst other responsible companies. Check out the full listing at: <a href="https://www.newsweek.com/americas-most-responsible-companies-2020">https://www.newsweek.com/americas-most-responsible-companies-2020</a></p> <p>We were also recently awarded 2021 America's Most Responsible Company by Newsweek for the second year in a row.</p> <p>Rental Magazine awarded the Polaris® PRO XD™ utility vehicle with an Editor's Choice Award in 2019. PRO XD was chosen for several factors, including innovation and utility for the rental market.</p> <p>The Pro XD was recognized in Construction Equipment's Top 100 New Products of 2019, the longest-running awards program of its kind in the industry. Construction Equipment magazine is a trusted source for equipment professionals to gain new ideas and industry insights. The publication's editors choose winning innovations based on four criteria: a top product is an advancement in technology, a new product line, offers significant improvements to existing products, or increases competition in its field.</p> <p>Snow Goer magazine announces Polaris 650 Indy VR1 as Snowmobile of the year for 2021</p> <p>Taylor-Dunn is a long standing member of MHEDA (Material Handling Equipment Distributors Association), and received an Achievement Award from Jasper Engineers &amp; Transmission.</p>	*
17	What percentage of your sales are to the governmental sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. North American sales to these entities are handled inside of the Global Adjacent Markets division of which Polaris Government & Defense and Polaris Commercial (includes GEM and Taylor-Dunn) business segments report. Global Adjacent Markets represented 7% or \$461 million of the 2019 total Polaris sales. Nearly 100% of Polaris Government & Defense sales are in the government and educational sector. Whereas, it represents roughly 50% of the Commercial segment sales. In aggregate, sales to the government sector represent 15-20% of sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
18	What percentage of your sales are to the education sector in the past three years	Sales to government, education, and non-profit agencies have grown each of the past three years. In aggregate, sales to the education sector represent 10-12% of total sales for Polaris ORV, Pro XD, GEM and Taylor Dunn.	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	In addition to the cooperative purchasing agreement that Polaris has with Sourcwell, Polaris maintains State contracts in CA and TX with three years sales in excess of \$3M as well as several National Master Standing Offers with Public Works and Government Services Canada, which have three sales just less than \$10M.	*
20	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?	GSA Schedule 78 Contract # GS-07F-0398M – Three year sales volume >\$34M GSA Schedule 23V Contract # GS-30F-0017W – Three year sales volume > \$4M DLA HEPP SPE8EC-18-D-0016 - Three year sales >\$16M DLA Land & Maritime SPE7LX-18-D-0044 - Three years sales >\$3M	*

**Table 4: References/Testimonials**

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Firehouse Subs Public Safety Foundation	Mary Pat Wallmeyer - Procurement Specialist	904-886-8300 ext 264	*
Nebraska State Government	Jolene Kumpala - Buyer Jolene.kumpala@nebraska.gov	402-471-5400	*
Bristol Police Department	Roman Wozny rwozny@bristolri.gov	401-641-2767	*
UC San Diego	Greg Nishihira - Assistant Facilities Director	858-822-4443	
University of Texas, Austin	Mark Kaligian, Assistant Director of Fleet & Transportation	512-475-6522	

**Table 5: Top Five Government or Education Customers**

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
General Services Administration	Government	Texas - TX	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers.	The average sales transaction is roughly \$15K.	Three sales volume for GSA sales are in excess of \$34M.	*
United States Special Operations Command	Government	Florida - FL	Lightweight Tactical All-Terrain Vehicles (LTATV)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	This information is operationally sensitive to our customer and is considered Critical Unclassified Information (CUI)	*
Defense Logistics Agency - Heavy Equipment Procurement Program	Government	Pennsylvania - PA	Off-Road Vehicles, Snowmobiles, Low Speed Electric Vehicles (LSV) and Burden Carriers sales to the Department of Defense	Average sales transactions are roughly \$18.5K	Three year sales volumes for the DLA HEPP contract are over \$15M.	*
Defense Logistics Agency Land & Maritime	Government	Ohio - OH	Sale of spare parts to support DoD sustainment of Polaris vehicles.	The average transaction is under \$500.00	Three sales volumes for the DLA Land & Maritime contract are over \$5M	*
United States Custom & Border Protection (CBP)	Government	Texas - TX	Off-Road Vehicles and Snowmobiles to support CBP operations in austere environments.	Average sales transactions are approximately \$30K	Three year sales volume for CBP is roughly \$5M	*

**Table 6: Ability to Sell and Deliver Service**

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 *

23	Sales force.	<p>Polaris understands that the growing Sourcewell member base needs a partner that can support the varied membership expectations. The ideal partner should offer national coverage and utilize a dealer network to support local buying and aftersales support. At Polaris, we leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> <li>• Off-Road Vehicles: 1370 US/Canada dealer locations</li> <li>• GEM Low Speed Vehicles: 207 combined US and Canada dealer locations</li> <li>• Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations</li> <li>• Pro XD Utility Vehicles: 102 combined US and Canada dealer locations</li> <li>• Snowmobiles: 585 US/Canada dealer locations</li> </ul> <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire &amp; rescue applications (fire prevention, fire response, search &amp; rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales &amp; customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.</p> <p>Sourcewell members benefit from our vast dealer network combined with our commercial sales force and inside sales resources to ensure they receive specific solutions for the varied tasks where vehicles are needed.</p>
24	Dealer network or other distribution methods.	<p>We leverage a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> <li>• Off-Road Vehicles: 1,370 US/Canada dealer locations,</li> <li>• GEM Low Speed Vehicles: 207 combined US and Canada dealer locations</li> <li>• Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations</li> <li>• Pro XD Utility Vehicles: 102 combined US and Canada dealer locations</li> <li>• Snowmobiles: 585 US/Canada dealer locations,</li> </ul> <p>The dealer network has access to the Sourcewell quoting tools to ensure accurate and clear pricing for Sourcewell members. Dealers are supported by a combination of regionally based account managers as well as internal sales and customer experience team members who can support quote, pricing and overall transactional process questions.</p> <p>There are some situations where transactions occur directly between Polaris and the Sourcewell member, and in those cases, the quotes are provided directly by the internal sales and customer experience team.</p> <p>The Sourcewell/NJPA Dealer Guide is attached for reference</p>
25	Service force.	<p>The ideal partner will offer localized service coverage to meet the high standards of responsiveness expected by Sourcewell members. To meet these expectations, Polaris leverages the vast dealer network throughout the US and Canada to provide local service support. Depending on the product line, Polaris dealers are required to complete a robust training curriculum through University of Polaris to received Master Service Dealer (MSD) certification. At Polaris, we continually evolve the MSD certification program to give dealers and technicians the knowledge and skills they need to provide a positive and comprehensive after-the-sale customer experience. MSD Certified technicians, who complete Bronze, Silver, or Gold certifications based on the product line, are empowered to set up, maintain, and repair vehicles the first time keeping customer vehicles in operation.</p> <p>Polaris employs a team of technical service representatives who support dealers via phone or electronic technical case support. These representatives are committed to prompt and accurate support of dealers who need additional troubleshooting or technical support to ensure vehicle downtime is minimized.</p> <ul style="list-style-type: none"> <li>• 15 Technical Service Representatives who support RANGER Off-Road Utility Vehicles, All-Terrain Vehicles and Snowmobiles</li> <li>• 4 Technical Service Representatives who support GEM Low Speed Vehicles, Taylor-Dunn vehicles and Pro XD Utility Vehicles</li> </ul> <p>In addition to Polaris's extensive North American dealer network, Polaris Government &amp; Defense has a dedicated staff of Field Support Representatives (FSR) led by a Field Support and Training Manager. The team consists of ten (10) FSRs geographically dispersed in five (5) states with service trucks, tools, test equipment and spare parts. Additionally, the Manager and FSR's monitor a dedicated tech support line and email inbox to more rapidly respond to service questions.</p>

26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	<p>We believe better trained technicians create better dealer experiences, more satisfied customers and more profitable dealers. As such, Polaris has created program benefits to the MSD certification program. As part of the Silver certification benefits, dealers can view and contribute to the MSD community technical forum – improving their efficiency interacting directly with Polaris factory support teams and other dealer technicians. And, to reward and improve efficiency even further, we've added enrollment into our Self-Authorization Warranty program as a benefit of maintaining MSD Gold status. Other incentives for dealers who complete MSD certification include MSD billing discounted rates and parts allowance credits. Dealers who fail to maintain their certifications will lose their MSD benefits and be charged a monthly surcharge. The combined dealer benefits are all focused on ensuring a strong customer experience with minimal vehicle downtime.</p> <p>Polaris also realizes that supporting our dealers with factory-trained and available technical support representatives is critical to ensuring a strong customer experience. Internal metrics that are tracked, monitored and reviewed on a regular basis include response time, response quality and time to resolution. Tracking these metrics ensures that Polaris is properly supporting dealer partners and are critical to our overall customer service.</p>	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	<p>Polaris is fully capable and willing to provide our products to Sourcewell customers in the United States. As outlined in question 23 above, Polaris leverages a broad dealer network made up of independent distributors committed to their local communities. Our dealer network is comprised of the following number of locations based on product line:</p> <ul style="list-style-type: none"> <li>• Off-Road Vehicles: 1,370 US/Canada dealer locations.</li> <li>• GEM Low Speed Vehicles: 207 combined US and Canada dealer locations</li> <li>• Taylor-Dunn burden carriers, tuggers and personal movers: 239 combined US and Canada dealer locations</li> <li>• Pro XD Utility Vehicles: 102 combined US and Canada dealer locations</li> <li>• Snowmobiles: 585 US/Canada dealer locations.</li> </ul> <p>To support the dealer network, Polaris employs a dedicated sales force of 7 regionally based account managers focused on partnering with our dealers who are actively selling to government agencies, educational institutions, nonprofits and other current or prospective Sourcewell members. These account managers assist dealers with product demonstrations and application assessments, customer quotes and business planning. We also employ a team focused on specially customized vehicles for law enforcement (security, patrol, special events, personnel transport, customs and border patrol, disaster relief, first response) as well as fire &amp; rescue applications (fire prevention, fire response, search &amp; rescue) with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels. Finally, Polaris also has internal sales &amp; customer experience resources who support dealer quote requests, pricing and Sourcewell process questions.</p>	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	<p>Polaris is pleased to offer a variety of UTVs, ATVs and Snowmobiles that we currently offer under a Canadian Public Works National Master Standing Offer. Sourcewell pricing in Canada will match that pricing. These orders are fulfilled through our existing network of 197 Canadian dealers. Additionally, we are able to offer our GEM and Taylor-Dunn product line through our existing dealer network through the Sourcewell contract.</p>	*

29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	<p>Polaris will sell into all geographic locations within the United States. Additional transportation charges are applicable to orders going to Alaska and Hawaii. For customers in Canada, vehicles and equipment can be provided to customers located within 150km of the following city centers:</p> <p>St-John's, NL  Halifax, NS  Moncton, NB  Québec, QC  Montréal, Qc  Ottawa, On  Kingston, ON  Sudbury, On  North Bay, On  Toronto, On  London, On  Winnipeg, MB  Regina, Sk  Saskatoon, Sk  Prince Albert, Sk  Calgary, Ab  Edmonton, Ab  Kelowna, BC  Vancouver, BC  Victoria, BC  Creston, BC  Terrace, BC  Prince George, BC  Whitehorse, YT  Hay River, NT  Yellowknife, NT</p> <p>Additional shipping charges may apply for locales outside of these areas. Pricing will be provided at time of quote.</p>	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Polaris will sell to any Sourcewell participating sector. We have no restrictions other than limitations to farther reaches of some remote Canadian providences as outlined in question 29 above.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Additional transportation charges would be applicable for orders being delivered to Alaska, Hawaii and other US Territories. These prices will be provided to the Sourcewell member at time of quote.	*

**Table 7: Marketing Plan**

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	<p>Our marketing team is very familiar with the Sourcewell brand and is ready to represent that brand well in our marketing efforts. Polaris as a corporation has significant resources invested into promoting off-road vehicles, low-speed vehicles, and snowmobiles at a national level. In addition to that broad product awareness, Polaris will also be reaching potential Sourcewell contract users via several targeted means:</p> <ul style="list-style-type: none"> <li>- Trade shows – state and local government level events (i.e. local and national Chiefs of Police Shows, FDIC, Municipality Expo, etc.)</li> <li>- Demos/visits- when possible invite customers to visit our facilities in Wyoming, MN for vehicle familiarization/training events, we have also created virtual options for facility tours and vehicle trainings.</li> <li>- Print and digital advertising – investing in advertisements in government publications and putting a focused effort on PR and outreach to state and local government audiences.</li> <li>- Invested in sponsorship of Grant Assistance Program <a href="https://military.polaris.com/en-us/news/polaris-launches-free-grant-assistance-program/">https://military.polaris.com/en-us/news/polaris-launches-free-grant-assistance-program/</a> which provides government customers with a grant expert and access to a database of funds to secure funding needed to purchase vehicles.</li> <li>- Direct mail and direct e-mail - utilizing growing government customer database</li> <li>- Social media – Added to our dedicated government and commercial pages to now have presence on LinkedIn, Facebook, Twitter, Instagram and plans to continue expanding, including a regular cadence of government facing posts and followers (50K+ and growing)</li> <li>- Sourcewell integration into various government and commercial marketing collateral and on website: <a href="https://military.polaris.com/en-us/how-to-buy/">https://military.polaris.com/en-us/how-to-buy/</a></li> <li>• Website – <a href="http://www.polaris.com">www.polaris.com</a>, and we have made significant updates and advances to the government &amp; defense and commercial websites for online government and education shoppers, including launching a 3D build tool so customers can visualize vehicle selections along with being more self-sufficient while researching products online.</li> <li>• We will also add contract information to the Taylor-Dunn website to promote Sourcewell to their audience as well.</li> <li>• We also provide sales enablement/training for sales and BD teams</li> </ul> <p>A sample of the product data sheets are attached.</p>
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	<p>Polaris has dedicated significant enterprise resources into developing a world-class CRM system to reach customers with targeted messaging dependent on purchase history, interest level (grading), organization type, and many other key variables. We launched this tool with the Government, Defense and Commercial teams in 2018 and have been focusing on building a repository of data to allow us to improve marketing and sales experience. We use this data to form communications to specific customers and their needs to increase communication relevance and effectiveness.</p> <p>In addition to the foundation of this CRM system, Polaris is actively funneling more customer information into this database via social media, quote history, website sign-up, trade show lead capture, and more. We have had a continued focus around growing and targeting through social media campaigns and personalization on our website based on visitors geographic location to create an experience that better resonates with the customer. The launch of the 3D build tool mentioned previously in question 32 is also an improvement to our customers experience and allows us to provide a unique experience where we also are able to collect leads and customer information is funneled into our CRM system for further follow up.</p>
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	<p>Having partnered with NJPA/Sourcewell for the last eight (8) years, Polaris is well aware of Sourcewell's ability to promote the vendor contracts. Our expectation is that Sourcewell will continue to expand the contract awareness as evidenced by it's ability to expand into the Canadian marketplace. Sourcewell is already integrated into our sales process and is the go to contractual vehicle for sales to state, local, education and non-profits. Sourcewell branding is already incorporated into our web pages as well as our product data sheets.</p>
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	<p>Polaris has implemented an on-line tool that allows customers to select the vehicle that meets their requirements and allows them to configure to their liking. This tool provides them with a visual depiction of what their final product will look like and provides the MSRP price of the vehicle. They are then able to request a quote from Polaris representative who will apply the appropriate discounts based on the Sourcewell pricing model. In absence of an e-procurement ordering process, the online configuration tool helps Sourcewell members get a general understanding of pricing.</p>

**Table 8: Value-Added Attributes**

Line Item	Question	Response *

36	<p>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.</p>	<p>The Polaris Government &amp; Defense Field Service and Training team offers numerous courses in proper driving and maintenance. These courses include the following:</p> <table border="1"> <thead> <tr> <th>Part Number</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>PD1236</td> <td>New Equipment Training</td> </tr> <tr> <td>PD1237</td> <td>Master Driver Certification Course</td> </tr> <tr> <td>PD1238</td> <td>Mechanic Certification Course</td> </tr> <tr> <td>PD1241</td> <td>1 Week Fleet Maintenance For 15 Vehicles</td> </tr> <tr> <td>PD1242</td> <td>Master Driver Training Course</td> </tr> <tr> <td>PD1243</td> <td>Drivers Safety Training Course</td> </tr> <tr> <td>PD1245</td> <td>Advanced Diagnostics and Drivetrain Certification Course</td> </tr> </tbody> </table> <p>The following is a brief description of the courses and their content:</p> <p>New Equipment Training (NET) = 1 Day Course that provides a basic overview of the Polaris vehicle, basic details on the proper and safe operation of the vehicle along with basic steps to perform operator level maintenance – max. 20 personnel</p> <p>Master Driver Certification Course (MDCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site personnel to establish a licensing program using the organizations facilities and Polaris vehicles. This class is intended for snowmobile and other non-ROHVA vehicles. Students learn:</p> <ol style="list-style-type: none"> <li>1) How to plan for and conduct a licensing course</li> <li>2) How to execute basic through advanced driving skills along with how to teach those skills</li> <li>3) How to conduct operator level pre and post operation checks</li> <li>4) How to establish Standard Operating Procedures for RANGER's and/or ATV's</li> </ol> <p>MDCC maximum class load: 10 personnel</p> <p>Mechanic Certification Course (MCC) = 4 Day Course provided at the customer's location using on-site facilities. This course trains and certifies on-site maintenance personnel to properly service/maintain their Polaris vehicles up to and including warranty level repairs. Students learn:</p> <ol style="list-style-type: none"> <li>1) How to locate the Polaris Military Web site and navigate to Unit Inquiry, Service Manuals, and Computer Re-flash Authorization using a smart phone or laptop computer.</li> <li>2) How to troubleshoot the vehicle using Digital Wrench diagnostic software.</li> <li>3) How to completely disassemble/reassemble the vehicles, trouble shoot/assess components, and perform 20 level repairs.</li> </ol> <p>MCC maximum class load: 10 personnel.</p> <p>Master Driver Training Course (MDTC) = Contractor shall conduct a four-day course, which will be provided at the customer's location using on-site facilities. This course shall train on-site personnel to establish a Train the Trainer program using the organization's facilities and their fielded Polaris vehicles. The training provided through Polaris Government &amp; Defense's MDTC is designed around safe operation of the vehicle. This is a pass/fail course and all Driver/Coach Candidates must have prior off-highway riding experience (i.e DSTC). Graduates of the course will receive:</p> <ol style="list-style-type: none"> <li>1) Recreational Off-Highway Vehicle Association (ROHVA) Drive Coach Preparation Course designed to teach evaluation and coaching techniques, presentation methods and communication skills.</li> <li>2) Execute basic and advanced driving skills along with how to teach those skills to other operators</li> <li>3) Conduct operator level pre- and post-operation vehicle checks.</li> <li>4) ROHVA instructor certification.</li> </ol> <p>MDTC maximum class load: 6 personnel</p> <p>Driver Safety Training Course (DSTC) = Contractor shall conduct a three day course, which will be provided at the customer's location using on-site facilities and equipment. The training provided through Polaris Defense's DSTC is designed around safe operation of the vehicle. This is a beginner level course that covers basic driving skill, basic recovery techniques and PMCS of the Vehicle. Students who successfully complete the course will receive ROHVA operator certification.</p> <p>DSTC maximum class load: 10 personnel.</p> <p>Advanced Diagnostics and Drivetrain Certification Course (ADDC) = Mechanic's Course: Learn to disassemble and re-assemble entire drivetrain on Polaris vehicles plus advanced diagnostics. Students will learn to efficiently tear down, identify components, diagnose issues and re-assemble complete engine, front drive, and gear case. This is a level 30 depot level repair course conducted onsite or designated field training site.</p> <p>Note: prerequisite MCC (level 20) required to be completed before taking this course. Vehicle or drivetrain to be provided by the customer; the engine and front drive will be disassembled – gaskets, fluids, and shop supplies will be consumed. Parts, shop supplies, and fluids not included in the training price.</p> <p>ADDC maximum class load: 8 personnel.</p> <p>Many authorized dealers also offer local training, and the pricing and method of training is at the discretion of the dealer.</p>	Part Number	Description	PD1236	New Equipment Training	PD1237	Master Driver Certification Course	PD1238	Mechanic Certification Course	PD1241	1 Week Fleet Maintenance For 15 Vehicles	PD1242	Master Driver Training Course	PD1243	Drivers Safety Training Course	PD1245	Advanced Diagnostics and Drivetrain Certification Course
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PD1236	New Equipment Training																	
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PD1242	Master Driver Training Course																	
PD1243	Drivers Safety Training Course																	
PD1245	Advanced Diagnostics and Drivetrain Certification Course																	

37	Describe any technological advances that your proposed products or services offer.	<p>Polaris continues to integrate new, customer-centric technology into our vehicles whenever it can drive productivity, enhance the operator experience, or improve overall safety. Innovation has always been at the heart of Polaris, and some recent technological advances that can benefit Sourcewell members include:</p> <ul style="list-style-type: none"> <li>• Kevlar® backed seats on Pro XD utility vehicles resist punctures and tears, focused on reducing cost of ownership</li> <li>• Vehicle fault alarms on Pro XD utility vehicles to notify users of potential issues that could cause serious damage to the vehicle. A combination of visual (display) and audible alarms include low oil pressure, parking break engagement, belt slip, and engine overheat.</li> <li>• Speed limited utility vehicles to 15 mph if seat belt is not engaged</li> <li>• Lithium-Ion batteries and J1772 fast charger options on GEM Low Speed Vehicles to increase range for high demand shuttle applications or reduce charge time for enhanced productivity</li> <li>• Solar panels on GEM Low Speed Vehicles that increase time between charges, extend battery life, and reduce carbon footprint</li> <li>• Heating and air conditioning in a fully cabbed vehicle on certain RANGER utility vehicles, resulting in reduced operator fatigue and increased productivity</li> <li>• Industry-first plow mode on certain RANGER utility vehicles, making snow plowing more efficient by automatically adjusting the plow position depending on the gear the vehicle is in</li> <li>• Polaris snowmobiles utilize the most advanced technology on snow, with models that include a new Ride Command 7S Display featuring vehicle tracking with or without cellular; SmartWarmers, electronically controlled hand warmers; and all-new intuitive left hand controls</li> <li>• The all new 650 Patriot engine on select snowmobiles, designed and manufactured by Polaris, delivers unparalleled durability, refined run quality, and a new level of fuel economy to reduce overall cost of ownership.</li> <li>• Our self-extinguishing plastics and flame-retardant materials are strategically located for a safe and comfortable riding experience.</li> <li>• Polaris Pulse Electrical System is a revolutionary technology advancement that comes stock in RZR XP Turbo S and RANGER XP 1000. This accessory provides consumers with a seamless way to connect accessories such as lights and sound systems to their vehicle, which discourages them from modifying an existing wire harness and potentially mis-wiring an accessory that could result in a fire hazard.</li> <li>• RZR® and GENERAL® Ride Command models come equipped with front and rear cameras to provide drivers with clearer look at their surroundings.</li> </ul> <p>In addition, the 10-year exclusive partnership agreement, signed in September 2020, between Polaris and Zero Motorcycles will enable Polaris to develop, manufacture and sell electrified utility vehicles and snowmobiles using Zero's powertrain technology, hardware and software. Polaris is well positioned to accelerate the development of its premium electric vehicle offering across its product lines and to lead the industry in electrification – another example of the technological advances that can benefit Sourcewell members in the near future.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	<p>For over 65 years, Polaris has been driven by a desire to make a positive impact, and today we communicate that impact as Geared for Good. The Polaris Geared for Good framework focuses our efforts in order to elevate industries, communities and quality of life for everyone and everything within our corporate ecosystem. The framework is concentrated on four key areas – Safety &amp; Ethics Always, Best People, Best Team, Customer Loyalty and Environmental Stewardship.</p> <p>Our entire DNA centers on exploring and working in beautiful, natural places. Mindful of our history and our future, our focus is on sustainable operations in our manufacturing, distribution and office facilities and enabling consumers to ride safely. By fostering sound environmental management practices, Polaris can offer innovative products and services while creating a future where generations to come can Think Outside.</p> <p>In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early:</p> <ul style="list-style-type: none"> <li>• 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5%</li> <li>• 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022</li> <li>• We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources.</li> </ul> <p>We plan to spend 2020 working towards our 2022 Total Renewable Energy goal, while also assessing what environmental goals should come next.</p> <p>Our entire corporate responsibility report can be viewed at the link: <a href="https://cdn-gen.polaris.com/crp/company/corporate-stewardship/2019-stewardship-report.pdf">https://cdn-gen.polaris.com/crp/company/corporate-stewardship/2019-stewardship-report.pdf</a></p> <p>Geared for Good is not about recognition, but our work is being validated externally. Newsweek named us one of America's Most Responsible Companies for 2020. <a href="https://www.newsweek.com/americas-most-responsible-companies-2020">#256 at the link</a></p>

39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	<p>While we are not aware of any third party eco-labels or rating, as a responsible corporate citizen, Polaris is dedicated to protecting human health, natural resources and the global environment. This dedication reaches further than compliance with the law to encompass the integration of sound environmental practices into our business decisions.</p> <p>The following Environmental Principles provide guidance to Polaris personnel worldwide in the conduct of their daily business practices:</p> <ul style="list-style-type: none"> <li>• We are committed to taking actions to preserve the environment.</li> <li>• We are committed to reducing waste and pollutants, conserving resources and recycling materials at every stage of the product life cycle.</li> <li>• We are committed to reducing greenhouse gas intensity, improving energy efficiency and increasing renewables as a part of our energy portfolio.</li> <li>• We are committed to continually assessing the impact of our facilities have on the environment and the communities in which we live and operate with a goal of driving continuous improvement.</li> </ul> <p>In 2019, we exceeded our initial goals by meeting two of our three environmental stewardship goals three years early:</p> <ul style="list-style-type: none"> <li>• 8.8% reduction in greenhouse gases, exceeding our 2020 goal of 5%</li> <li>• 7.1% improvement in energy efficiency, exceeding our goal to drive a 5% improvement by 2022</li> <li>• We continue to make progress against our five-year goal of having 15% renewable energy by 2022, while continuously challenging ourselves to think about how we responsibly use resources.</li> </ul>	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	<p>As a contractor doing business with the Federal government, Polaris maintains an approved Small Business Subcontracting Plan that it is required to submit on an annual basis. It outlines our commitment to seeking opportunities to contract with small, small disadvantaged, woman owned, veteran owned, service disabled veteran owned and HubZone businesses. Please refer to the attachments section of the proposal for a copy of the 2020 GSA Approved Small Business Subcontracting Plan.</p>	*
41	What unique attributes does your company, your products, or your services offer to Sourcwell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcwell participating entities?	<p>Polaris Commercial, Government &amp; Defense is dedicated to industrial, commercial and government customers and has thoughtfully expanded its product, accessory and service portfolio based on customer feedback and broadening applications for the industry's most complete offering of electric, gas and diesel-powered vehicles.</p> <p>Backed by 65 years of Polaris innovation, Polaris Commercial, Government &amp; Defense offers a comprehensive line of durable, versatile and customizable work vehicle solutions for transporting people and hauling equipment in urban environments and industry applications. GEM, Pro XD, Taylor-Dunn and RANGER vehicles, along with Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity. The dedicated and specialized employees of the Polaris Commercial, Government &amp; Defense team provide end customers with simple purchasing processes based on individual needs, dedicated customer support and a worldwide network of dealers for localized service.</p>	*

**Table 9: Warranty**

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

Line Item	Question	Response *
42	Do your warranties cover all products, parts, and labor?	<p>Off Road Vehicle units - 1 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items</p> <p>GEM- 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items</p> <p>Pro XD - 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items</p> <p>Taylor-Dunn - 2 year 2 year limited warranty on all components of the vehicle against defects in material or workmanship that covers parts and labor for warrantable items</p> <p>A copy of the applicable warranties for Polaris ORV, Pro XD, GEM Snowmobiles and Taylor-Dunn is attached.</p>
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	<p>Terms and conditions of the warranties for Polaris ORV, Snowmobile, Pro XD, GEM and Taylor-Dunn are outlined in the attached warranties.</p> <p>As is standard in the industry, the Taylor-Dunn vehicle warranty covers a period of 2 years or 2,000 hours, whichever event shall come first, from date of delivery. The GEM vehicle warranty covers a period of 2 years or 8,000 miles, whichever comes first. Mileage is unlimited for the first 6 months of the vehicle warranty. Any time after 6 months, the vehicle warranty expires at 8,000 miles or at the end of the two-year period, whichever comes first.</p>
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Sourcewell members are requested to bring units to an authorized Polaris, GEM, Taylor Dunn, Commercial dealer for warranty repairs. In the event the warranty repair is performed at the customer location, the dealer may charge for travel and will agree on that price directly with the Sourcewell member.
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Sourcewell members are requested to contact their local dealer to arrange all warranty repairs on their Polaris, GEM, Taylor Dunn, or Commercial vehicles.
46	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	<p>Items made by other manufacturers are essentially components of our Polaris vehicles, i.e. transmissions, tires, seats, etc. For RANGER, GENERAL and RZR off-road vehicles, Pro XD utility vehicles, GEM Low Speed Vehicles, and snowmobiles, we directly cover warranty on all components that are part of the vehicle assembly.</p> <p>For Taylor-Dunn electric vehicles, there are a few exceptions of note. The battery warranty is covered by the respective battery supplier; and for Taylor-Dunn vehicles with gas engines, the engine and transmission are covered by the original equipment manufacturer. The authorized dealer will advise the Sourcewell member on the process and specific OEM to contact in the event of a warranty issue with one of those items.</p>
47	What are your proposed exchange and return programs and policies?	Polaris does not offer an exchange or return policy.
48	Describe any service contract options for the items included in your proposal.	<p>Polaris offers extended service contracts on RANGER utility vehicles, Pro XD utility vehicles, All-Terrain Vehicles, GEM Low Speed Vehicles, and Snowmobiles through the Polaris Protection Extended Service Contract (ESC) program. The Polaris Protection program is managed in-house through Polaris, rather than through 3rd party companies, meaning the hassle-free claims are managed directly through Polaris via the dealer network.</p> <p>A variety of term options are available to extend the original manufacturer's warranty up to 5 years, covering all mechanical and electrical failures, excluding wear items, abused or neglected units, or cosmetic damages.</p> <p>And, the contracts can be transferred to a new owner if the sale or disposition of a vehicle happens while still under the extended protection plan, thus increasing the resale value of the vehicle.</p> <p>Terms of the Extended Service Contract vary by product line, and the pricing is available through authorized dealers.</p>

**Table 10: Payment Terms and Financing Options**

Line Item	Question	Response *
49	What are your payment terms (e.g., net 10, net 30)?	Polaris's standard payment terms are net 30 after invoice
50	Describe any leasing or financing options available for use by educational or governmental entities.	We understand that having the right leasing or financing options for educational or government entities can be just as important as having the right equipment. We offer financing and leasing for GEM, Taylor-Dunn, Ranger and Pro XD products through our dealers via a partnership with Wells Fargo Vendor Financial Solutions. Our leasing solutions make it easier for the entity to obtain Polaris vehicles with terms that fit the business, enabling the preservation of working capital and cash flow for other operating needs. Our most popular leasing program, Fair Market Value, gives a customer the option to purchase the equipment or upgrade to a new vehicle at the end of the term. Lease terms available include 36-month, 48-month and 60-month leases. Traditional loans are also available through that same Wells Fargo Vendor Financial Solutions partnership. We offer 36-month, 48-month and 60-month loans.
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Orders are processed and reported a number of different ways based on the venue in which a Sourcewell member purchases their product. There are four separate tracking methods for reporting Sourcewell sales. 1) Polaris Direct 2) Polaris Dealer Direct 3) GEM Dealer Sales 4) Taylor-Dunn direct. Polaris Off-Road Vehicles (ORV) which are sold to Sourcewell members direct from the factory are captured through our CRM based order quoting/fulfillment software. Sourcewell members that prefer to purchase directly from a Polaris dealer have their sales captured and reported to Polaris Government & Defense by the dealer. Polaris offers a rebate to the dealers that sell off of the Sourcewell contract in order to ensure we are able to capture the quarterly sales to make our quarterly administrative payment. Sales for GEM are captured by reports received from our dealer network as these vehicles must be purchased directly from a dealer in much the same manner as the ORV products that are sold dealer direct. Taylor-Dunn captures their sales in much the same manner as Polaris Direct.
52	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?	Polaris accepts P-card procurement and payment for Polaris Direct transactions. There are no additional charges to Sourcewell participating entities.

**Table 11: Pricing and Delivery**

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

Line Item	Question	Response *
53	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.	Polaris's discount structure to Sourcewell customers is based off of a percentage discount off of MSRP. The various discount rates by product line are outlined in the response to question 54. Pricelists for the various product lines for both US and Canada customers are attached.  Note: Taylor Dunn sales are transacted in US dollars in both the US and Canada. The other product lines are transacted in Canadian dollars.

54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	<p>US Discount Structure</p> <p>GEM</p> <p>5.5% off MSRP exclusive of Admin Fee Options 15% off MSRP, exclusive of Admin Fee, no install fee Accessories 15% off MSRP, exclusive of Admin Fee, Install fees apply Shipping Fees apply based on Geographic location and size of vehicle (see price list for details)</p> <p>Off Road Vehicles (ORV) Discount Structure</p> <p>Rangers &amp; Pro XD 12.45% off MSRP, plus shipping, exclusive of Admin Fee GENERAL/Sportsman 12.45% off MSRP, plus shipping &amp; Right to Ride Fee, exclusive of Admin Fee RZR 11% off MSRP, plus shipping &amp; Right to Ride Fee, exclusive of Admin Fee Snowmobile 11% off MSRP, plus shipping, exclusive of Admin Fee Accessories 17% off MSRP, plus install, exclusive of Admin Fee</p> <p>Taylor-Dunn</p> <p>Vehicles 10 % off MSRP Accessories 10% off MSRP Shipping fees apply Note: Taylor Dunn transactions/pricing are in US dollars.</p> <p>Canadian Discount Structure GEM &amp; Taylor-Dunn - same as US ORV - based on National Master Standing Offer pricing agreement</p>
55	Describe any quantity or volume discounts or rebate programs that you offer.	No additional volume discount is offered on the Sourcewell contract as the discount structure is based off the combined volume anticipated through the aggregate number of Sourcewell purchases. Customers seeking larger volume purchases, such as a fleet, will be evaluated on a case by case basis for additional discounts beyond that offered on the Sourcewell contract.
56	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Polaris can offer "open market" items to Sourcewell Members. We define open market items as specific add-on features/accessories that are not on contract. An example may include a vehicle accessory (i.e. a unique exterior lighting accessory) that is requested by the Sourcewell member that is not available directly from Polaris but can be purchased and installed by the authorized dealer. The price of the open market item would represent fair market value and be negotiated between the authorized dealer or Polaris and the Sourcewell Member. The open market item would be itemized on the quote and listed as "open market" or "non-contract."
57	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.	Vehicles are unique in their requirements for preparation prior to use. Some may require pre-delivery inspection based on their size and shipping method from the factory. Dependent on the specific product, some vehicles may have locally installed options/accessories by the authorized selling dealer. For example, GEM low-speed vehicles are built at our factory with specific options (doors, beacon light, bumpers, etc.) installed at time of production, while Pro XD or RANGER utility vehicles may have specific options (roof, windshield, etc.) that are installed by a dealer. Finally, some vehicles require title, licensing, or state specific fees (California tire fee). When an authorized dealer issues a quote for a vehicle, any additional costs will be itemized separately and are not subject to the Sourcewell discount. These costs will be quoted by dealers at fair market value.
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	<p>There is no additional cost to Sourcewell members who choose to pick up their vehicle from the authorized dealer. Dealer may charge local delivery fees to the Sourcewell member location, and if so, those delivery fees will be itemized separately on the quote.</p> <p>If a US customer purchases from Polaris Direct (Ranger, RZR, General, Sportsman, Sleds &amp; Pro XD) shipping to a CONUS location is included in the list price.</p>

59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In the United States, shipping charges to the customers location are included in the pricelist for all deliveries to the continental United States (CONUS) Shipments to Alaska and Hawaii are priced separately at the time of quoting to the customer. Shipping costs in Canada are also included in the price of the product provided if the destination is within 150km of the major city centers identified in question 29.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Sourcewell members that purchase ORV products direct from Polaris will have their vehicles up-fit and accessorized at the Polaris factory and delivered direct to their location without having to pick up the vehicle from a dealer.  For products that are procured through a dealer, arrangements can be made with the dealer for delivery to their location.	*

**Table 12: Pricing Offered**

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Polaris utilizes the same pricelist for Sourcewell members as utilized under our GSA contracts. Utilization of the same pricelist for GSA and Sourcewell clients ensures consistency across governmental, educational and non-profit customer base.

**Table 13: Audit and Administrative Fee**

Line Item	Question	Response *
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	Polaris has established a CRM based quote/order processing and invoicing system based on Microsoft Dynamics. The whole process starts with a generation of a quote, which requires the sales rep to select the Sourcewell contract and pricelist to generate the quote, ensuring correct pricing. When an order is received, it is reviewed with the Sales Team and Sales Supervisor to ensure accuracy. This same CRM module allows reports to be generated on a quarterly basis to query the number of sales associated with the Sourcewell contract. These sales numbers along with the data pulled from the rebate program, which captures dealer direct sales is then combined into a final report for capturing quarterly sales. These numbers are reviewed by Polaris Government & Defense's Contract Manager to ensure accuracy and then a check request/EFT is requested from account receivables to Sourcewell.
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Polaris proposes a 3/4% administrative fee against the total value of the orders delivered each quarter. This administrative fee is consistent with the same Industrial Funding Fee that Polaris pays the General Services Administration on our current GSA MAS contract. Polaris is offering the same discount and administration fee structure as our GSA contracts. This allows for a single price list for both GSA and Sourcewell and eliminates any conflicts with most favored customer pricing, since Federal, State, Local, Education and Non-Profit all receive the same pricing.

**Table 14A: Depth and Breadth of Offered Equipment Products and Services**

Line Item	Question	Response *
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Detailed product specification sheets are attached to this proposal. A summary of the Polaris offerings are described below:  Polaris offers a comprehensive line of durable, versatile and customizable work

vehicle solutions for transporting people and hauling equipment in commercial and industrial applications. GEM, Pro XD, Taylor-Dunn, RANGER, GENERAL and Sportsman vehicles, as well as Polaris snowmobiles, are engineered with the customer's needs in mind to be dependable, safe, sustainable and to increase productivity.

#### GEM Low-Speed Vehicles

A Low-Speed Vehicle (LSV) is a street-legal, four-wheeled, electric vehicle with a top speed of 25 mph and a gross vehicle weight rating of less than 3,000 lb, as defined by FMVSS 500 through the National Highway Traffic Safety Administration (NHTSA) of the US Department of Transportation. Most states allow LSVs to drive on roads marked 35 mph or less.

The GEM line of LSVs offer premium comfort, more standard safety features that not only comply with DOT regulations, but also meet SAE crush testing, and an all-electric vehicle helping with local sustainability efforts. Three passenger vehicles are available, carrying up to 2, 4 or 6 people. Two utility models are offered with various cargo bed configurations for maintenance and repair, construction, technician, delivery or other applications. Vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including full doors, heat and defrost, bumpers, electronic power steering, multiple battery options including Lithium Ion batteries, rear carrier options and many more to meet the customer's application. And, a full line of Polaris engineered accessories are available.

#### Pro XD Utility Vehicles

The Pro XD provides industry-leading durability, serviceability and safety to deliver a utility vehicle built to withstand the toughest work environments, and ultimately, provide customers with increased durability, lower maintenance costs and improved safety features. Whether hauling people or cargo, the Pro XD, is available in both gas and diesel and 2 or 4 seating configurations. Polaris-engineered made-for-work accessories, including full cab enclosures, lighting options, heat, front plow options, and other safety features are available to meet the specific application. Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

#### Taylor-Dunn Commercial and Industrial Vehicles

Taylor-Dunn is the leading provider of commercial and industrial vehicle solutions with a broad portfolio of electric, LPG and gas-powered personnel, burden and tow vehicles. Taylor-Dunn has over 65 years of success with vehicles still in operation for more than 10 years. And with custom features ranging from special paint color to major frame modifications, we build vehicles to meet application specific solutions. Taylor-Dunn vehicles are made to order from our factory in Anaheim, CA based on the desired customer configuration with available options including cab enclosures, cab accessories, directional signals, rear cargo options, ladder racks, and many more to meet the specific application.

#### RANGER Off-Road Vehicles

The RANGER off-road portfolio offers the most complete lineup of utility vehicles, with various configurations to meet specific customer needs. Electric and gas options, varying seating configurations, payload capacities up to 2,000 pounds and towing capacities up to 2,500 pounds and optional heating and air conditioning on select models are just a few of the features available across the RANGER lineup. Polaris engineered accessories including full cabs, lighting, winch, plow, vehicle protection and other work accessories are available to meet the specific application. Specially customized vehicles for law and fire & rescue applications with emergency lights, rescue skids with stokes basket, siren and public address systems, fire-fighting kits with water tanks/foam system and custom graphics and body panels are also available.

#### Sportsman All-Terrain Vehicles

Polaris offers best-in-class ATVs that are engineering for high performance, maximum reliability, and superior ride and handling to reduce operator fatigue on the job. A full line of Polaris-engineering accessories, including windshield, storage, winch, plow blades and more, is available to customize the ATV to the specific Sourcewell member application.

#### Polaris Snowmobiles

Polaris started its journey over 65 years ago with as the first manufacturer of snowmobiles. Through this hard work we've introduced new, innovative technologies in the industry. We give riders a way to realize their passion and share it with friends and family. Our offerings include, RMK mountain, Switchback on & off Trail, Titan extreme crossover, Indy performance and Voyageur recreational utility sleds.

65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Commercial utility vehicles (UTVs) Off-Road utility vehicles (UTVs) All-terrain vehicles (ATVs) Electric transport and utility Low Speed Vehicles (LSVs) Personnel carriers Burden carriers Stockchasers Tow vehicles Snowmobiles	*
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**Table 14B: Depth and Breadth of Offered Equipment Products and Services**

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Utility Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD and General Side by Sides	*
67	Task Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD and General Side by Sides. Taylor-Dunn and GEM vehicles	*
68	Golf Carts	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	*
69	Low-speed Vehicles (LSV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	GEM vehicles	*
70	Parking Enforcement	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD, and GEM vehicles	*
71	Patrol and EMS Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, General, Pro XD, Sportsman, GEM and Taylor-Dunn vehicles	
72	Passenger Shuttles	<input checked="" type="radio"/> Yes <input type="radio"/> No	GEM and Taylor-Dunn vehicles	
73	Burden Carriers	<input checked="" type="radio"/> Yes <input type="radio"/> No	Taylor-Dunn vehicles	
74	Side-by-sides	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD, RZR and General.	
75	All-Terrain Vehicles (ATV)	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Sportsman	
76	Snowmobiles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Indy, RMK, Voyageur and Titan.	
77	Personal Watercraft	<input type="radio"/> Yes <input checked="" type="radio"/> No	N/A	
78	Food and Beverage Solutions	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	
79	Athletic and Campus-use Vehicles	<input checked="" type="radio"/> Yes <input type="radio"/> No	Polaris Ranger, Pro XD, GEM and Taylor-Dunn vehicles	

**Table 15: Industry Specific Questions**

Line Item	Question	Response *
80	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Having had a relationship with NJPA/Sourcwell for eight years, Polaris will rely on past data to compare our year over year sales data to determine our success with the contract. We are targeting a 10-15% year over year growth for sales in our core business and believe this is attainable based on past performance. Additionally, we will be measuring the market penetration that we will be able to gain into the Canadian market with the ability to leverage a co-operative purchasing agreement.
81	Identify the engine types available for your products (e.g., gasoline, diesel, CNG, propane, hybrid, electric, etc.)	<p>Polaris offers gas, diesel, electric and LPG options for our products. Polaris understands the importance in electrification and its impact on higher education and government sustainability initiatives. Already a leader in electric vehicle offerings, Polaris is accelerating that position with a recent 10-year exclusive partnership with Zero Motorcycles, a company with pioneering electrification experience, proven leadership, and electric powertrain technologies that are unmatched in the market. Under this 10-year agreement, Polaris plans to launch a new electric option to customers across each of its core business segments by 2025. We are excited to deliver additional electric vehicles within the range, value and performance characteristics that Sourcwell members desire.</p> <p>The current offering by product type is noted below.</p> <p>Utility Vehicles (UTVs)</p> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Diesel</li> <li>• Electric</li> </ul> <p>All-Terrain Vehicles (ATVs)</p> <ul style="list-style-type: none"> <li>• Gas</li> </ul> <p>Low Speed Vehicles (LSVs)</p> <ul style="list-style-type: none"> <li>• Electric</li> </ul> <p>Burden Carriers</p> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Electric</li> </ul> <p>Personnel Carriers</p> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Electric</li> </ul> <p>Stockchasers</p> <ul style="list-style-type: none"> <li>• Electric</li> </ul> <p>Tow Vehicles</p> <ul style="list-style-type: none"> <li>• Gas</li> <li>• Electric</li> <li>• LPG</li> </ul> <p>Snowmobiles</p> <ul style="list-style-type: none"> <li>• Gas</li> </ul>
82	Describe the reliability of your products in extreme hot and cold environments and inclement weather.	<p>Our vehicles are tested and validated to run in operating conditions experienced across the United States (including Alaska) and Canada, both in hot and cold environments. For internal combustion engines, typical operating temperatures can range from less than 0°F to 110°F. When discussing operating conditions of our electric products such as GEM and Taylor-Dunn, the operating condition is limited to the battery performance in the vehicle. The ability for the battery to provide current will be reduced at cold temperatures which may affect operation of the vehicle at medium to high load capacities. Freezing of Flooded Lead Acid batteries can severely damage or destroy the battery, and performance of vehicles with lead acid batteries can be reduced at extremely cold temperatures down to 0°F. A flooded lead acid battery freezing point varies with the state of charge and is dependent on manufacturer. Batteries should never be stored in sub-freezing temperatures unless they are fully charged. The colder the ambient storage temperature, the slower the rate of charge and discharge of batteries. For GEM vehicles with optional Lithium Ion batteries, the battery heaters will use battery pack energy to warm the batteries to an internal temperature of 41°F, at which point the batteries will accept a charge. The battery heaters will not operate when ambient temperature is below -16°F.</p> <p>Certain Polaris vehicles can be equipped with full cab enclosures, heating systems, front and rear defrost, on-demand All-Wheel Drive systems, and with optional track systems to aid performance in inclement weather.</p>

**Table 16: Exceptions to Terms, Conditions, or Specifications Form**

**Line Item 83. NOTICE:** To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
N/A	N/A	N/A

## Proposer's Affidavit

### **PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE**

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

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

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

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

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

Yes  No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
<b>Addendum 4_Utility_Transport_Golf_Recreation_122220</b> Thu November 19 2020 01:54 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 3_Utility_Transport_Golf_Recreation_122220</b> Fri November 13 2020 03:48 PM	<input checked="" type="checkbox"/>	1
<b>Addendum 2_Utility_Transport_Golf_Recreation_122220</b> Wed November 11 2020 11:00 AM	<input checked="" type="checkbox"/>	1
<b>Addendum 1_Utility_Transport_Golf_Recreation_122220</b> Wed November 4 2020 04:33 PM	<input checked="" type="checkbox"/>	2

## ASSIGNMENT AGREEMENT

This Assignment Agreement is by and among **Sourcewell; Polaris Sales Inc.**, 2100 Hwy 55, Medina, MN 55340 (Polaris); and **Waev Inc.**, 2114 W. Ball Road, Anaheim, CA 92804 (Waev).


1. Sourcewell has an agreement with Polaris to provide UTILITY, TRANSPORT, GOLF, AND RECREATION VEHICLES WITH RELATED ACCESSORIES, EQUIPMENT, AND SERVICES under Sourcewell Contract Number 122220-PSI ("Original Contract").
2. On January 1, 2022, Polaris divested its Taylor-Dunn and GEM product lines to Waev, but continued to provide those products to Sourcewell members under a separate agreement with Waev.
3. Polaris now wishes to assign its rights and responsibilities for the Taylor-Dunn and GEM product lines under the Original Contract to Waev, while retaining all remaining product lines.
4. The assignment provision of the Original Contract requires assignment of the contract only upon written consent of Sourcewell.

### Assignment

1. This Assignment Agreement will become effective as of the date of the last signature below.
2. Polaris wishes to assign to Waev those rights, responsibilities, and other provisions set forth in the Original Contract (Sourcewell Contract Number 122220-PSI) for the Taylor-Dunn and GEM product lines.
3. Polaris will retain all other rights, responsibilities, and other provisions of the Original Contract.
4. Waev has obtained a copy of the Original Contract from Polaris, and certifies it will comply with the terms of the Original Contract as executed by Polaris and Sourcewell. The parties agree this assignment is unconditional and without recourse.
5. Polaris and Waev jointly and severally represent and warrant to Sourcewell that:
  - a. Polaris is not in default of any of its obligations under the Original Contract;
  - b. Waev is ready, willing, and able to perform all of the obligations and responsibilities of the Original Contract as they relate to the Taylor-Dunn and GEM product lines;
  - c. Polaris and Waev request consent from Sourcewell to this assignment; and
  - d. Waev accepts assignment of the Original Contract as it relates to the Taylor-Dunn and GEM product lines.
6. In consideration for the above, Sourcewell consents to the assignment; thereby creating a separate agreement with Waev that is identical to 122220-PSI, but will only contain the Taylor-Dunn and GEM product lines. Sourcewell reserves the right to assign a different contract number to that agreement.

Signature Page Follows.

**Polaris Sales Inc.**

By: 

Michael J. Conrad

Title: Manager, Programs & Contracts

Date: 16 August 2022

**Waev, Inc.**

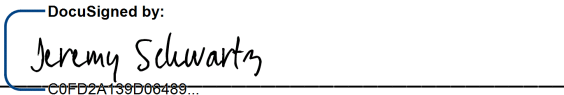
By: 

Paul C. Vitrano

Title: SVP and Chief Legal & Policy Officer

Date: August 17, 2022

**Sourcewell**

By: 

Jeremy Schwartz, Director of Operations and Procurement/CPO

Date: 8/17/2022 | 12:59 PM CDT

By: 

Dr. Chad Coauette, Executive Director/CEO

Date: 8/17/2022 | 1:30 PM CDT



# STAFF REPORT

Office of the City Manager

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Dominic Lazzaretto, City Manager  
By: Justine Bruno, Deputy City Manager

**SUBJECT:** RESOLUTION NO. 7497 AMENDING THE FISCAL YEAR 2022-23 OPERATING BUDGET AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF FIREWORKS AT THE 2023 PATRIOTIC FESTIVAL IN THE AMOUNT OF \$20,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND WAIVING EXPENSES RELATED TO POLICE AND FIRE SUPPORT FOR THE 2023 PATRIOTIC FESTIVAL

**CEQA: Exempt**

**Recommendation: Adopt**

## **SUMMARY**

The City Council has provided direction to fulfill the \$20,000 sponsorship request from the Downtown Arcadia Improvement Association to fund the firework display at the 2023 Patriotic Festival. This resolution provides the necessary budget authorization to grant the sponsorship request and to waive expenses related to police and fire services in support of the Patriotic Festival this year.

It is recommended that the City Council adopt Resolution No. 7497 to amend the Fiscal Year 2022-23 Operating Budget and authorize a supplemental appropriation for the purchase of fireworks for the 2023 Patriotic Festival, in the amount of \$20,000, offset by a reduction in the General Fund Reserve, and waiving expenses related to police and fire support for the 2023 Patriotic Festival.

## **BACKGROUND**

At the May 2, 2023, City Council Meeting, information regarding community events in Arcadia was presented, which included information on events the City hosts, funds, and staffs; events the City co-sponsors with non-profit partners; and outside events the City supports and recovers costs for. An overview of community events in Arcadia was shared with the City Council to help provide a comprehensive overview and background before a determination on the sponsorship request from the Downtown Arcadia Improvement

Association (“DAIA”) was made. The sponsorship request from the DAIA was first raised with the City Council during their Goal Setting Meeting on February 4, 2023. Subsequently, a letter outlining the same request was sent to the City Council on March 9, 2023, by DAIA President Erik Wahl.

The Patriotic Festival has become a tradition in Arcadia, occurring on July Fourth weekend each year since 2015, and providing an opportunity for community members and visitors to celebrate the holiday locally. The Patriotic Festival is a family-friendly event that presents local businesses and offerings, food vendors, music entertainment, and a parade. In recent years, it has concluded with a fireworks show. Due to the rising cost of hosting large scale events, the DAIA has requested assistance from the City to support the Patriotic Festival at a greater level, which is to fund the fireworks show in its entirety. Upon receiving the presentation on community events, the City Council granted the DAIA’s \$20,000 sponsorship request and directed any affiliated public safety costs for the event to be waived as well.

## **DISCUSSION**

The Downtown Arcadia Improvement Association has requested the City provide a \$20,000 sponsorship to expand the fireworks display at the annual Patriotic Festival held in downtown Arcadia. The \$20,000 sponsorship will be used to extend the seven-minute firework show to approximately 10 minutes and will cover the costs for additional safety and security measures as well as equipment rentals and event marketing.

In addition to financially supporting the Patriotic Festival this year, the City Council indicated their interest in extending support for the fireworks show into future years with the City assuming full responsibility for the fireworks display. This would include the costs, logistics, insurance, safety measures, security, and all other components related to the fireworks portion of the event. City staff will evaluate the best methods to offer this level of support and bring forward options and a corresponding budget package for City Council to consider in the coming months.

## **ENVIRONMENTAL ANALYSIS**

The proposed financial sponsorship of the fireworks display and waiver of public safety costs does not constitute a project under the California Environmental Quality Act (“CEQA”) under Section 15061(b)(3) of the CEQA Guidelines, and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA. In future years, any environmental impacts or considerations from the operation of a fireworks show will undergo a CEQA review and will be addressed by staff accordingly.

### **FISCAL IMPACT**

The associated fiscal impact is a net reduction in the General Fund Reserve in the amount of \$20,000 for Fiscal Year 2023 plus the waiver of costs for public safety services, which totals approximately \$6,500. The City will issue a check of \$20,000 to the DAIA directly and the public safety costs will be absorbed by the operating budgets of the Fire Department (\$4,000) and Police Department (\$2,500) for this coming Fiscal Year. Between the sponsorship amount and the waiver of public safety costs, the total cost impact to the DAIA will be \$26,500 for the 2023 event. The City has never recovered its costs for the Public Works Services Department at this event, which is approximately \$4,100 in staffing and equipment costs. Therefore, the total City costs for the 2023 Patriotic Festival will rise to \$30,600, nearly half of the \$62,000 overall budget for the event.

With the City assuming full responsibility for the fireworks display in future years, a budget package to fund the affiliated costs for the fireworks, insurance, vendors, equipment, and staff time will be submitted to the City Council in the coming months so that they can be considered in time for planning the 2024 event.

### **RECOMMENDATION**

It is recommended that City Council adopt Resolution No. 7497 amending the Fiscal Year 2022-23 Operating Budget and authorizing a supplemental appropriation for the purchase of fireworks for the 2023 Patriotic Festival in the amount of \$20,000, offset by a reduction in the General Fund Reserve, and waiving expenses related to police and fire support for the 2023 Patriotic Festival.

Attachment: Resolution No. 7497

RESOLUTION NO.7497

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, AMENDING THE FISCAL YEAR 2022-23 OPERATING BUDGET AND AUTHORIZING A SUPPLEMENTAL BUDGET APPROPRIATION FOR THE PURCHASE OF FIREWORKS AT THE 2023 PATRIOTIC FESTIVAL IN THE AMOUNT OF \$20,000, OFFSET BY A REDUCTION IN THE GENERAL FUND RESERVE; AND WAIVING EXPENSES RELATED TO POLICE AND FIRE SUPPORT FOR THE 2023 PATRIOTIC FESTIVAL

WHEREAS, the City of Arcadia values opportunities for community members to gather for entertainment, leisure, and celebratory purposes; and

WHEREAS, the City has a long history of hosting special events and providing support to non-profit entities to offer more events for residents to partake in; and

WHEREAS, the Downtown Arcadia Improvement Association is a non-profit organization that aims to support and promote downtown businesses by attracting visitors and commerce to downtown Arcadia; and

WHEREAS, the Downtown Arcadia Improvement Association provides several free, family-friendly events for the community to enjoy; and

WHEREAS, the Patriotic Festival is a long-standing event in Arcadia that is held on July Fourth each year to celebrate America's Independence with food, entertainment, a parade, and firework display; and

WHEREAS, the inflationary impacts and an increase in goods and services have increased the cost for community events significantly and beyond what the Downtown Arcadia Improvement Association can fund; and

WHEREAS, the City Council is authorized to grant monies for purposes that provide community benefit and meet a public purpose; and

WHEREAS, the Downtown Arcadia Improvement Association has requested the City provide a monetary sponsorship of the 2023 Patriotic Festival to fund the costs of the firework display at the event; and

WHEREAS, this sponsorship request was brought to the City Council in Spring 2023 and was not anticipated at the time of budget development and cannot be covered in the current Fiscal Year 2022-23 Operating Budget; and

WHEREAS, a sponsorship in the amount of \$20,000 is necessary to enable a ten-minute firework show at the Patriotic Festival occurring on July 4, 2023; and

WHEREAS, the City Manager has certified that there are sufficient reserves available in the General Fund Reserve for appropriation.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARCADIA, CALIFORNIA, DOES FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. The sum of Twenty Thousand Dollars (\$20,000) is hereby appropriated in the City Manager's Office budget, offset with a reduction in the General Fund Reserve by \$20,000, and waiving any Police Department and Fire Department service costs for the 2023 Patriotic Festival.

SECTION 2. The City Manager is authorized to sign any agreements or take any other actions necessary to effectuate this resolution.

SECTION 3. The City Clerk shall certify to the adoption of this Resolution.

[SIGNATURES ON THE NEXT PAGE]

Passed, approved and adopted this 16th day of May, 2023.

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Mayor of the City of Arcadia

ATTEST:

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City Clerk

APPROVED AS TO FORM:



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Michael J. Maurer  
City Attorney



# STAFF REPORT

## Recreation and Community Services Department

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Sara Somogyi, Director of Recreation and Community Services  
By: Candice Cheung, Assistant Director of Recreation and Community Services

**SUBJECT:** PROFESSIONAL SERVICES AGREEMENT WITH BATEMAN COMMUNITY LIVING, LLC. D.B.A. TRIO COMMUNITY MEALS TO PROVIDE THE SENIOR MEALS PROGRAM FOR FISCAL YEAR 2023-24 IN AN AMOUNT NOT TO EXCEED \$103,700  
**CEQA:** Not a Project  
**Recommendation:** Approve

### **SUMMARY**

The City of Arcadia's Senior Nutrition Program provides a warm and healthy meal, Monday through Friday, to approximately 80 seniors who pay the City's established fee of \$2.00 per meal. The City issued a request for proposals ("RFP") to obtain bids to ensure the quality and cost of each meal is the best option for the program. Based on the most recent RFP process, it is recommended that the City Council approve, authorize and direct the City Manager to execute a Professional Services Agreement with TRIO Community Meals, to provide the senior meals program for Fiscal Year 2023-24, with an option for two, (1) one-year renewal periods thereafter, at the City's discretion.

### **BACKGROUND**

The congregate meals program is offered Monday through Friday at 11:30 a.m. to adults, 55 years of age and older. The primary intent of the program is to meet one-third of the participants' daily nutritional intake and the menu pattern must uphold strict Los Angeles County Department of Public Health standards. In addition, the program offers a social outlet to participants and a way to reduce isolation by building friendship and peer support.

Bateman Community Living, LLC d.b.a. TRIO Community Meals is the City's current provider and has been the meal provider for the City of Arcadia for the past three years, with their contract expiring on June 30.

## **DISCUSSION**

On April 7, 2023, the City of Arcadia mailed an RFP to 12 potential foodservice vendors for the daily Senior Nutrition Program at the Arcadia Community Center. The City also posted notices at the Arcadia Public Library, City Clerk’s Office, and the Arcadia Council Chambers, April 13 through April 25, 2023.

The City received two qualified bids from TRIO Community Meals and Everytable, and one response from Compass One Healthcare indicating the inability to respond to the RFP. The TRIO Community Meals proposal was \$5.25 per meal and the Everytable proposal was \$7.00 per meal. The recommended vendor is TRIO Community Meals, which is based in Azusa, California. Trio Community Meals currently serves 1.3 million senior meals per week in numerous local senior meal sites and is well equipped to meet the needs of the City of Arcadia. Trio Community Meals is the City’s current provider, the current cost per meal is \$4.68 for FY 2022-23.

## **ENVIRONMENTAL ANALYSIS**

The proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), and it can be seen with certainty that it will have no impact on the environment. Thus, this matter is exempt under CEQA.

## **FISCAL IMPACT**


The fee charged for seniors for lunch is \$2.00 per meal, while the cost of purchasing the meals from the vendor will be \$5.25. Overall, the City provides approximately 19,750 meals per year. The \$3.25 difference is offset by Community Development Block Grant (“CDBG”) Funds and the General Fund.

CDBG Funding	\$34,400
General Fund	\$33,800
Revenue minus 10% loss	\$35,500
<b>Total Amount for Senior Meals</b>	<b>\$103,700</b>

## **RECOMMENDATION**

It is recommended that the City Council determine that this action is exempt under the California Environmental Quality Act (“CEQA”); and approve, authorize and direct the City Manager to execute a Professional Services Agreement with TRIO Community Meals to provide the senior meals program for FY 2023-24 in an amount not to exceed \$103,700, with the option for two, (1) one-year renewal periods thereafter, at the City’s discretion.

Approved:



Dominic Lazzaretto  
City Manager

Attachment: Proposed Professional Services Agreement

**CITY OF ARCADIA  
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is made and entered into as of \_\_\_\_\_, 2023 by and between the City of Arcadia, a municipal corporation organized and operating under the laws of the State of California with its principal place of business at 240 West Huntington Drive, Arcadia, California 91066 ("City"), and TRIO Community Meals, a sole proprietorship with its principal place of business at 10 Canebrake Blvd., Suite #120, Flowood, MS 39232 (hereinafter referred to as "Consultant"). City and Consultant are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

**RECITALS**

A. City is a public agency of the State of California and is in need of professional services for the following project:

Senior Meals Program (hereinafter referred to as "the Project").

B. Consultant is duly licensed and has the necessary qualifications to provide such services.

C. The Parties desire by this Agreement to establish the terms for City to retain Consultant to provide the services described herein.

**AGREEMENT**

**NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

1. Services.

Consultant shall provide the City with the services described in the Scope of Services attached hereto as Exhibit "A." **Senior Meals Program**

2. Compensation.

a. Subject to paragraph 2(b) below, the City shall pay for such services in accordance with the Schedule of Charges set forth in Exhibit "B."

b. In no event shall the total amount paid for services rendered by Consultant under this Agreement exceed the sum of \$\_\_\_\_\_. This amount is to cover all printing and related costs, and the City will not pay any additional fees for printing expenses. Periodic payments shall be made within 30 days of receipt of an invoice which includes a detailed description of the work performed. Payments to Consultant for work performed will be made on a monthly billing basis.

3. Additional Work.

If changes in the work seem merited by Consultant or the City, and informal consultations with the other party indicate that a change is warranted, it shall be processed in the following manner: a letter outlining the changes shall be forwarded to the City by Consultant with a statement of estimated changes in fee or time schedule. An amendment to this Agreement shall be prepared by the City and executed by both Parties before performance of such services, or

the City will not be required to pay for the changes in the scope of work. Such amendment shall not render ineffective or invalidate unaffected portions of this Agreement.

4. Maintenance of Records.

Books, documents, papers, accounting records, and other evidence pertaining to costs incurred shall be maintained by Consultant and made available at all reasonable times during the contract period and for four (4) years from the date of final payment under the contract for inspection by City.

5. **July 1, 2023 to June 30, 2024 with two (2) possible one (1) year extensions.**

The term of this Agreement shall be from **July 1, 2023 to June 30, 2024**, unless earlier terminated as provided herein. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Project. Consultant shall perform its services in a prompt and timely manner within the term of this Agreement and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). The Notice to Proceed shall set forth the date of commencement of work.

Consultant shall perform its services in a prompt and timely manner and shall commence performance upon receipt of written notice from the City to proceed ("Notice to Proceed"). Consultant shall complete the services required hereunder within [**See "Activity Schedule", Exhibit C.**] The Notice to Proceed shall set forth the date of commencement of work.

6. Delays in Performance.

a. Neither City nor Consultant shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this Agreement, such circumstances include but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riots and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage or judicial restraint.

b. Should such circumstances occur, the non-performing party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

7. Compliance with Law.

a. Consultant shall comply with all applicable laws, ordinances, codes and regulations of the federal, state and local government, including Cal/OSHA requirements.

b. If required, Consultant shall assist the City, as requested, in obtaining and maintaining all permits required of Consultant by federal, state and local regulatory agencies.

c. If applicable, Consultant is responsible for all costs of clean up and/ or removal of hazardous and toxic substances spilled as a result of his or her services or operations performed under this Agreement.

8. Standard of Care

Consultant's services will be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

9. Assignment and Sub consultant

Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement. Nothing contained herein shall prevent Consultant from employing independent associates, and sub consultants as Consultant may deem appropriate to assist in the performance of services hereunder.

10. Independent Contractor

Consultant is retained as an independent contractor and is not an employee of City. No employee or agent of Consultant shall become an employee of City. The work to be performed shall be in accordance with the work described in this Agreement, subject to such directions and amendments from City as herein provided.

11. Insurance. Consultant shall not commence work for the City until it has provided evidence satisfactory to the City it has secured all insurance required under this section. In addition, Consultant shall not allow any subcontractor to commence work on any subcontract until it has secured all insurance required under this section.

a. Commercial General Liability

(i) The Consultant shall take out and maintain, during the performance of all work under this Agreement, in amounts not less than specified herein, Commercial General Liability Insurance, in a form and with insurance companies acceptable to the City.

(ii) Coverage for Commercial General Liability insurance shall be at least as broad as the following:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 00 01) or exact equivalent.

(iii) Commercial General Liability Insurance must include coverage for the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury/Advertising Injury
- (3) Premises/Operations Liability
- (4) Products/Completed Operations Liability
- (5) Aggregate Limits that Apply per Project
- (6) Explosion, Collapse and Underground (UCX) exclusion deleted
- (7) Contractual Liability with respect to this Agreement
- (8) Property Damage

(9) Independent Consultants Coverage

(iv) The policy shall contain no endorsements or provisions limiting coverage for (1) contractual liability; (2) cross liability exclusion for claims or suits by one insured against another; (3) products/completed operations liability; or (4) contain any other exclusion contrary to the Agreement.

(v) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status using ISO endorsement forms CG 20 10 10 01 and 20 37 10 01, or endorsements providing the exact same coverage.

(vi) The general liability program may utilize either deductibles or provide coverage excess of a self-insured retention, subject to written approval by the City, and provided that such deductibles shall not apply to the City as an additional insured.

b. Automobile Liability

(i) At all times during the performance of the work under this Agreement, the Consultant shall maintain Automobile Liability Insurance for bodily injury and property damage including coverage for owned, non-owned and hired vehicles, in a form and with insurance companies acceptable to the City.

(ii) Coverage for automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 00 01 covering automobile liability (Coverage Symbol 1, any auto).

(iii) The policy shall give City, its officials, officers, employees, agents and City designated volunteers additional insured status.

(iv) Subject to written approval by the City, the automobile liability program may utilize deductibles, provided that such deductibles shall not apply to the City as an additional insured, but not a self-insured retention.

c. Workers' Compensation/Employer's Liability

(i) Consultant certifies that he/she is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and he/she will comply with such provisions before commencing work under this Agreement.

(ii) To the extent Consultant has employees at any time during the term of this Agreement, at all times during the performance of the work under this Agreement, the Consultant shall maintain full compensation insurance for all persons employed directly by him/her to carry out the work contemplated under this Agreement, all in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any acts amendatory thereof, and Employer's Liability Coverage in amounts indicated herein. Consultant shall require all sub consultants to obtain and maintain, for the period required by this Agreement, workers' compensation coverage of the same type and limits as specified in this section.

d. Professional Liability (Errors and Omissions)

At all times during the performance of the work under this Agreement the Consultant shall maintain professional liability or Errors and Omissions insurance appropriate to its profession, in a form and with insurance companies acceptable to the City and in an amount indicated herein. This insurance shall be endorsed to include contractual liability applicable to this Agreement and shall be written on a policy form coverage specifically designed to protect against acts, errors or omissions of the Consultant. "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy must "pay on behalf of" the insured and must include a provision establishing the insurer's duty to defend.

e. Minimum Policy Limits Required

(i) The following insurance limits are required for the Agreement:

Combined Single Limit

Commercial General Liability	\$1,000,000 per occurrence/ \$2,000,000 aggregate for bodily injury, personal injury, and property damage
Automobile Liability	\$1,000,000 per occurrence for bodily injury and property damage
Employer's Liability	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claim and aggregate (errors and omissions)

(ii) Defense costs shall be payable in addition to the limits.

(iii) Requirements of specific coverage or limits contained in this section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance. Any available coverage shall be provided to the parties required to be named as Additional Insured pursuant to this Agreement.

f. Evidence Required

Prior to execution of the Agreement, the Consultant shall file with the City evidence of insurance from an insurer or insurers certifying to the coverage of all insurance required herein. Such evidence shall include original copies of the ISO CG 00 01 (or insurer's equivalent) signed by the insurer's representative and Certificate of Insurance (Acord Form 25-S or equivalent), together with required endorsements. All evidence of insurance shall be signed by a properly authorized officer, agent, or qualified representative of the insurer and shall certify the names of the insured, any additional insureds, where appropriate, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance.

g. Policy Provisions Required

(i) Consultant shall provide the City at least thirty (30) days prior written notice of cancellation of any policy required by this Agreement, except that the Consultant

shall provide at least ten (10) days prior written notice of cancellation of any such policy due to non-payment of premium. If any of the required coverage is cancelled or expires during the term of this Agreement, the Consultant shall deliver renewal certificate(s) including the General Liability Additional Insured Endorsement to the City at least ten (10) days prior to the effective date of cancellation or expiration.

(ii) The Commercial General Liability Policy and Automobile Policy shall each contain a provision stating that Consultant's policy is primary insurance and that any insurance, self-insurance or other coverage maintained by the City or any named insureds shall not be called upon to contribute to any loss.

(iii) The retroactive date (if any) of each policy is to be no later than the effective date of this Agreement. Consultant shall maintain such coverage continuously for a period of at least three years after the completion of the work under this Agreement. Consultant shall purchase a one (1) year extended reporting period A) if the retroactive date is advanced past the effective date of this Agreement; B) if the policy is cancelled or not renewed; or C) if the policy is replaced by another claims-made policy with a retroactive date subsequent to the effective date of this Agreement.

(iv) All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, and volunteers or shall specifically allow Consultant or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Consultant hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub consultants.

(v) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

h. Qualifying Insurers

(i) All policies required shall be issued by acceptable insurance companies, as determined by the City, which satisfy the following minimum requirements:

(1) Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and admitted to transact in the business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

i. Additional Insurance Provisions

(i) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(ii) If at any time during the life of the Agreement, any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Consultant or City will withhold amounts sufficient to pay premium from Consultant payments. In the alternative, City may cancel this Agreement.

(iii) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(iv) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

j. Sub consultant Insurance Requirements. Consultant shall not allow any subcontractors or sub consultants to commence work on any subcontract until they have provided evidence satisfactory to the City that they have secured all insurance required under this section. Policies of commercial general liability insurance provided by such subcontractors or sub consultants shall be endorsed to name the City as an additional insured using ISO form CG 20 38 04 13 or an endorsement providing the exact same coverage. If requested by Consultant, City may approve different scopes or minimum limits of insurance for particular subcontractors or sub consultants.

## 12. Indemnification.

a. To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

b. To the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's obligations under the above indemnity shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, but shall not otherwise be reduced. If Consultant's obligations to defend, indemnify, and/or hold harmless arise out of Consultant's performance of "design professional services" (as that term is defined under Civil Code section 2782.8), then upon Consultant obtaining a final adjudication that liability under a claim is caused by the comparative active negligence or willful misconduct of the City, Consultant's obligations shall be reduced in proportion to the established comparative liability of the City and shall not exceed the Consultant's proportionate percentage of fault.

## 13. California Labor Code Requirements.

a. Consultant is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., which require the payment of prevailing wage rates and the

performance of other requirements on certain “public works” and “maintenance” projects (“Prevailing Wage Laws”). If the services are being performed as part of an applicable “public works” or “maintenance” project, as defined by the Prevailing Wage Laws, and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, Consultant agrees to fully comply with such Prevailing Wage Laws. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Consultant and all sub consultants to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1).

b. If the services are being performed as part of an applicable “public works” or “maintenance” project and if the total compensation is \$15,000 or more for maintenance or \$25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all sub consultants performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Project and require the same of any sub consultants, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements.

c. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant’s sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor that affect Consultant’s performance of services, including any delay, shall be Consultant’s sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Consultant or any subcontractor.

14. Verification of Employment Eligibility.

By executing this Agreement, Consultant verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all sub consultants and sub-sub consultants to comply with the same.

15. Laws and Venue.

This Agreement shall be interpreted in accordance with the laws of the State of California. If any action is brought to interpret or enforce any term of this Agreement, the action shall be brought in a state or federal court situated in the County of Los Angeles, State of California.

16. Termination or Abandonment

a. City has the right to terminate or abandon any portion or all of the work under this Agreement by giving ten (10) calendar days written notice to Consultant. In such event, City shall be immediately given title and possession to all original field notes, drawings and specifications, written reports and other documents produced or developed for that portion of the work completed and/or being abandoned. City shall pay Consultant the reasonable value of services rendered for any portion of the work completed prior to termination. If said termination occurs prior to completion of any task for the Project for which a payment request has not been received, the charge for services performed during such task shall be the reasonable value of such services, based on an amount mutually agreed to by City and Consultant of the portion of such task completed but not paid prior to said termination. City shall not be liable for any costs other than the charges or portions thereof which are specified herein. Consultant shall not be entitled to payment for unperformed services, and shall not be entitled to damages or compensation for termination of work.

b. Consultant may terminate its obligation to provide further services under this Agreement upon thirty (30) calendar days' written notice to City only in the event of substantial failure by City to perform in accordance with the terms of this Agreement through no fault of Consultant.

17. Documents. Except as otherwise provided in "Termination or Abandonment," above, all original field notes, written reports, Drawings and Specifications and other documents, produced or developed for the Project shall, upon payment in full for the services described in this Agreement, be furnished to and become the property of the City.

18. Organization

Consultant shall assign Lisa Jackson, Regional Manager as Project Manager. The Project Manager shall not be removed from the Project or reassigned without the prior written consent of the City.

19. Limitation of Agreement.

This Agreement is limited to and includes only the work included in the Project described above.

20. Notice

Any notice or instrument required to be given or delivered by this Agreement may be given or delivered by depositing the same in any United States Post Office, certified mail, return receipt requested, postage prepaid, addressed to:

CITY:

City of Arcadia  
240 West Huntington Drive  
Arcadia, CA 91066  
Attn: Sara Somogyi, Director of Recreation  
& Community Services

CONSULTANT:

TRIO Community Meals  
10 Canebrake Blvd., Suite #120  
Flowood, MS 39232

and shall be effective upon receipt thereof.

21. Third Party Rights

Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than the City and the Consultant.

22. Equal Opportunity Employment.

Consultant represents that it is an equal opportunity employer and that it shall not discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, sex, age or other interests protected by the State or Federal Constitutions. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

23. Entire Agreement

This Agreement, with its exhibits, represents the entire understanding of City and Consultant as to those matters contained herein, and supersedes and cancels any prior or contemporaneous oral or written understanding, promises or representations with respect to those matters covered hereunder. Each party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. This Agreement may not be modified or altered except in writing signed by both Parties hereto. This is an integrated Agreement.

24. Severability

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the provisions unenforceable, invalid or illegal.

25. Successors and Assigns

This Agreement shall be binding upon and shall inure to the benefit of the successors in interest, executors, administrators and assigns of each party to this Agreement. However, Consultant shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of City. Any attempted assignment without such consent shall be invalid and void.

26. Non-Waiver

None of the provisions of this Agreement shall be considered waived by either party, unless such waiver is specifically specified in writing.

27. Time of Essence

Time is of the essence for each and every provision of this Agreement.

28. City's Right to Employ Other Consultants

City reserves its right to employ other consultants, including engineers, in connection with this Project or other projects.

29. Prohibited Interests

Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no director, official, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

**SIGNATURE PAGE FOR PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARCADIA  
AND TRIO COMMUNITY MEALS**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ARCADIA**

**TRIO Community Meals**

By: \_\_\_\_\_  
Dominic Lazzaretto  
City Manager

By: \_\_\_\_\_  
John Kirk, President

Its: President

ATTEST:

John Kirk  
Printed Name

By: \_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Brian Bonanno

Its: Regional Finance Director

By: \_\_\_\_\_  
Michael J. Maurer  
City Attorney

Brian Bonanno  
Printed Name

EXHIBIT "A"

Scope of Services

During the Time of Performance as set forth herein, the Contractor shall furnish all food and equipment necessary to prepare and deliver individual meals and/or bulk food for persons 50 years of age and older Monday through Friday of each week.

NUMBER/PRICE OF MEALS

The minimum requirement is estimated at 40 meals and the maximum requirement is estimated at 110 meals per day. The meals would be congregate meal or box or picnic lunches. There is no guarantee that the maximum number of meals will be reached.

3. SERVICE STANDARDS

- a. The kitchen shall be available to Contractor from 10:30 a.m. - 2:00 p.m. Meals will be served at 11:30 a.m.
- b. Meals are to be delivered in an individually packaged manner.
- c. All food must be packaged and transported under conditions that will ensure temperature control to prevent bacterial contamination, spillage, and/or insect infestation. Hot foods are to be delivered at a minimum temperature of 140° F and cold foods at a maximum temperature of 40° F.
- d. These temperatures must be maintained until serving time. The Contractor must take temperature of food daily at the end of production/packaging and on delivery at the nutrition site. Hot and cold foods must be placed immediately into insulated hot and cold transport equipment upon completion of packaging. Daily written documentation of temperature logging/monitoring must be kept by Contractor and will be subject to audit by the Recreation Supervisor or designated person.
- e. The Contractor shall supply the following minimum specifications per item, but is not limited to the minimum. The Contractor shall monitor usage and keep on hand a two-week supply:

ITEM	SPECIFICATIONS
Disposable Plates	3 compartment containers
Disposable Cups	Cold
Disposable Bowls	8 oz.
Disposable Flatware	Med wt, knives, fork, spoon and soup spoon
Napkins	2 ply

Others: Plastic disposable gloves, disposable aprons, disposable place mats, hair nets, individual wrapped straws, butter, salt & pepper, salad dressing (ranch & Italian), tartar sauce, mustard, mayonnaise. The City of Arcadia prohibits the use of polystyrene (“Styrofoam”) food and beverage containers.

- f. The Contractor shall place food in areas designated by senior meal site manager.
- g. Each delivery shall be accompanied by a delivery slip, in duplicate, designating number of meals and supplies delivered. Recreation Supervisor or designated person will sign receipt, if in order, and retain one copy.
- h. The Contractor's delivery equipment shall be removed from the meal location by 2:00 p.m. City is not responsible after this time.
- i. The Contractor shall provide a back-up delivery system in the event of vehicle breakdown.
- j. Electrical items required to be provided herein shall have the UNDERWRITER'S LABORATORY OR LOS ANGELES ELECTRICAL TESTING LABORATORY approval and meet all current OSHA and COSHA requirements, where applicable.
- k. The Contractor shall comply with all Federal, State and local health department laws and regulations. Contractor shall provide City with a current copy of the health certificate and any corrected deficiencies with bid.
- l. Authorized representative of the City shall have the right to inspect food preparation, storage, and packing sites during the term of the contract.
- m. The City Manager, Recreation and Community Services Director, or their designate shall have the authority to cancel or postpone use of a facility if the City deems such action necessary. Whenever possible, 48 hours notice will be given to the contractor.

#### 4. MEAL STANDARDS

- a. The Contractor shall be liable for meals that do not meet the nutritional standards and requirements or are spoiled or unwholesome at time of delivery, or are insufficient in number ordered, or are delivered after the time specified by the City. In the event the Contractor fails to deliver meals, other foods, or supplies as agreed upon, the City may provide a substitute meal with emergency supplies or meals purchased from other places and charge the cost of the purchased meal to the Contractor. The replacement cost shall not exceed 120 percent of the contracted catered meal cost.
- b. If any portion of a meal, other than the entree is delivered in an unacceptable condition, such as incorrect temperature (\*potentially hazardous), less than contracted portion, spoiled or too late, the Contractor shall be liable for 120% replacement cost

of that portion. If the entree is unacceptable, the Contractor shall be liable for the cost of the entire meal. Any item replaced by City due to storage or spoilage shall be reimbursed at full amount expended. All shortages shall be noted on delivery slip for proper crediting.

## 5. MENUS

- a. All menus shall comply with the current State requirements.
- b. A 6-week cycle menu shall be used that is written once every twelve months.
- c. The Contractor has the responsibility for menu writing with approval by the Recreation Supervisor or his/her designate.
- d. The contractor must provide menu one month prior.
- e. The City is responsible for typing and duplicating menu.
- f. The Contractor shall submit in writing all menu substitutions to the Senior Citizen Services Supervisor or designate for approval at least 15 days prior to the serving date. The Contractor may, however, in an emergency situation make menu substitutions on verbal approval of the Recreation Supervisor or designate, with a written notice to follow for documentation.

## MEAL PATTERN

A typical meal must include an entree, vegetable, starch, salad (vegetable or fruit), roll & margarine, beverage, and dessert (at least twice a week):

Meat or meat alternate 3oz. edible portion (exclusive of bone, fat, gristle, etc.)

Vegetables/Fruits 2 (1/2 cup each) servings (exclusive of dessert)

Juice (as needed to 1/2 cup satisfy Vitamin C rqmt)

Enriched bread 1 slice bread, cornbread, roll, tortilla, biscuit

Cooked Starch 1/2 cup serving such as rice, pasta, potato

Margarine 1 teaspoon

Dessert 1/2 cup or equivalent (served at least twice a week)

Beverage coffee, tea or milk

- a. In the preparation of all meals, the Contractor shall use a minimum of simple sugars. Each meal shall not exceed 1100 mg of sodium and shall be low in fat.

- b. Contractor shall provide all condiments, which are normally served with specific menus, including, but not limited to, salt, pepper, salad dressing, tartar sauce, mustard, catsup, cream, sugar, and garnishes such as lemon slices and parsley. The Contractor shall provide containers for salt, pepper or any other item as may be required.
- c. Ground beef may be used no more often than twice a week and must be solid form such as meatloaf or Salisbury steak for one of the servings.
- d. Desserts such as fruits, puddings, gelatin with fruit, ice cream, ice milk, sherbet, and similar foods shall be served in one-half (1/2)-cup portions. Oatmeal, wheat and peanut butter cookies, not to exceed 80 calories per serving, may be included once a week. High calorie desserts such as plain gelatin, cake, pie, cookies and similar foods shall also be included but are to be limited to once per week.
- e. Different fruits will be served at least three days. Whole fresh fruit in season shall be served at least once during each week. Canned fruit will be water packed or packed in its own juice.
- f. Minimum grades for all foods shall be as follows:
  - (1) Beef: USDA grade A Choice
  - (2) Pork: USDA Number 1 (as defined in SRA, Number 171 US Standards and Grades of Pork Carcasses)
  - (3) Lamb: USDA Choice
  - (4) Poultry: USDA Grade A to be used for all fresh or frozen poultry products. Neck, backs, or wings alone shall not be used. Reconstructed roll products are not acceptable.
  - (5) Variety Meats: Grade Number 1 from USDA Government inspected plants.
  - (6) Dairy Products: Following is to be used as minimum specifications for all graded dairy products:
    - a) Eggs, fresh USDA or State Graded A
    - b) Cheese, USDA grade A, non-processed cheese
  - (7) Fish and seafood must be either fresh or frozen and be a nationally distributed brand packed under continuous inspection of the US Department of Interior.
  - (8) Canned Fruits and Juices: USDA Grade A (fancy) and Grade B (choice) are to be used for all graded fruits and fruit juices. Grade C (standard) may be used for pie and cobbler production only.

- (9) Fresh fruits: USDA Fancy to USDA Number 1 to be used for all graded fresh fruits as a minimum standard.
- (10) Fresh vegetables: USDA Fancy and Number 1 to be used for all graded fresh vegetables as a minimum standard.
- (11) Frozen fruits and vegetables: USDA grade A is to be used for all graded frozen fruits and vegetables as a minimum standard.

Cake, cornbread, and casserole dishes, i.e. meatloaf, lasagna, tuna noodle casserole, shall be pre-scored by the Contractor for the appropriate number of servings.

EXHIBIT "B"

Schedule of Charges/Payments

BIDDER'S PROPOSAL SHEET

July 1, 2023 – June 30, 2024

CATERER: TRIO Community Meals

HOT MEAL

COST PER MEAL

Raw Food	<u>\$ 2.55</u>	
Condiments	<u>\$ 0.10</u>	
<u>Preparation</u>	<u>\$ 0.48</u>	
<u>Transit</u>	<u>\$ 1.03</u>	
<u>Sundry Items</u>		
Paper	<u>\$ 0.75</u>	
Other	<u>\$ 0.20</u>	
		TOTAL CATERED
<u>Overhead Profit</u>	<u>\$ 0.14</u>	COST/MEAL <u>\$ 5.25 Pre-Plated</u>

BOX OR PICNIC LUNCH

Raw Food	\$ 2.55	
Condiments	\$ 0.10	
<u>Preparation</u>	\$ 0.48	
<u>Transit</u>	\$ 1.03	
<u>Sundry Items</u>		
Paper	\$ 0.45	
Other	\$ 0.20	TOTAL CATERED
<u>Overhead Profit</u>	\$ 0.14	COST/MEAL <u>\$ 4.95</u>

EXHIBIT "C"

Activity Schedule

**The meal service is to be performed:** July 1, 2023 to June 30, 2024

**Possible extensions:**

July 1, 2024 to June 30, 2025

July 1, 2025 to June 30, 2026

**DELIVERY SCHEDULE**

- a. The meals shall be delivered to the Arcadia Community Center, 365 Campus Drive, Arcadia 91007.
- b. The City may add, delete or designate alternate meal locations provided that new meal locations shall not be located substantially farther than the Arcadia Community Center.
- c. The City may change the days and time of delivery and service by giving contractor 7 days' notice.
- d. The City and the Contractor will jointly establish a time frame for ordering the number of meals required for any day.
- e. The Contractor shall deliver the meals no more than **45** minutes prior to and not less than **15** minutes before the agreed upon serving time. Food shall be kept in heat retaining equipment no longer than 2 hours after packaging.



# STAFF REPORT

Public Works Services Department

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Tiffany Lee, P.E., Senior Civil Engineer

**SUBJECT:** ACCEPT ALL WORK PERFORMED BY 316 ENGINEERING AND CONSTRUCTION CO., INC. FOR THE VALVE REPLACEMENT PROJECT AS COMPLETE  
**CEQA: Exempt**  
**Recommendation: Approve**

## SUMMARY

On August 16, 2022, the City Council approved a contract with 316 Engineering and Construction Co., Inc. in the amount of \$131,300 for the Valve Replacement Project, with a 10% contingency. The terms and conditions of this project have been met and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$141,038.88. This amount reflects the original contract amount of \$131,300 plus quantity changes totaling \$9,738.88, or 7.4% more than the original contract amount.

It is recommended that the City Council accept all work performed by 316 Engineering and Construction Co., Inc. for the Valve Replacement Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$7,051.94.

## BACKGROUND

As part of the valve exercising program, valves in the water distribution system are regularly inspected to verify proper function and identify valves that are broken or in need of repair. During a routine inspection, it was determined that the water distribution system valves at the following three locations were inoperable and in need of replacement:

- Duarte Road and Santa Anita Avenue
- Santa Anita Terrace and Santa Anita Avenue
- Camino Real Avenue and Santa Anita Avenue

During valve exercising, two additional valves at the intersection of Duarte Road and Santa Anita Avenue were found broken and in need of replacement. To avoid a future closure at the intersection of Duarte Road and Santa Anita Avenue, it was determined that for Fiscal Year 2021-22, the City would remove and replace the valves at the intersection of Duarte Road and Santa Anita Avenue, and include the removal and replacement of the valves at the intersections of Santa Anita Terrace and Santa Anita Avenue, and Camino Real Avenue and Santa Anita Avenue, in the Fiscal Year 2022-23 Valve Replacement Project.

The 12-inch water mains at the intersections of Duarte Road and Santa Anita Avenue are cast iron pipes that were constructed in 1954. The pipes have gate valves along their length that allow water utility crews to isolate portions of the pipe in case of an emergency or a broken water main. Due to their age, the gate valves were not fully operational and needed to be replaced. These gate valves are critical to the emergency operation of the City’s water system.

**DISCUSSION**

On August 16, 2022, the City Council approved a contract with 316 Engineering and Construction Co., Inc. for the Valve Replacement Project. During the course of work, it was determined that the City would remove and replace the valves at the intersection of Duarte Road and Santa Anita Avenue. The valves at the intersections of Santa Anita Terrace and Santa Anita Avenue, and Camino Real Avenue and Santa Anita Avenue, will be completed in the Fiscal Year 2022-23 Valve Replacement Project. These changes resulted in additional cost for labor, materials, and traffic control. Below is a description of the contract change orders.

<b>CCO</b>	<b>Description</b>	<b>Amount</b>
1.	Added – Additional Labor Cost for Searching for Material and Ultra Welding	5,751.08
2.	Added – Additional Materials	2,377.80
3.	Added - Additional Traffic Control	1,610.00
	<b>Total:</b>	<b>9,738.88</b>

The work performed included excavating in the street and right-of-way at the intersection of Duarte Road and Santa Anita Avenue, removing the damaged gate valves, and installing one new 6-inch gate valve, one new 12-inch gate valve, and one new 16-inch gate valve. The terms and conditions of this contract have been complied with and the work has been performed to the satisfaction of the Project Manager. 316 Engineering and Construction Co., Inc. completed the work as defined in the project plans and specifications in an efficient and timely manner.

## **ENVIRONMENTAL ANALYSIS**

The project involved the replacement and minor alteration of an existing utility system with no expansion of the system, and therefore, qualified as a Class 2 categorical exemption per Section 15302(2) of the California Environmental Quality Act ("CEQA").

## **FISCAL IMPACT**

Funds in the amount of \$150,000 were budgeted in the Fiscal Year 2021-22 Capital Improvement Program for this project. The total cost for the Valve Replacement Project is \$141,038.88. This amount reflects the original contract amount of \$131,300 plus quantity changes totaling \$9,738.88, or 7.4% more than the original contract amount.

## **RECOMMENDATION**

It is recommended that the City Council accept all work performed by 316 Engineering and Construction Co., Inc. for the Valve Replacement Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to the retention of \$7,051.94.

Approved:



Dominic Lazzaretto

City Manager



# STAFF REPORT

Public Works Services Department

**DATE:** May 16, 2023

**TO:** Honorable Mayor and City Council

**FROM:** Paul Cranmer, Public Works Services Director  
By: Jan Balanay, Acting Assistant Engineer

**SUBJECT:** ACCEPT ALL WORK PERFORMED BY ONYX PAVING COMPANY, INC. FOR THE FISCAL YEAR 2021-22 PAVEMENT REHABILITATION PROJECT AS COMPLETE  
**CEQA: Exempt**  
**Recommendation: Approve**

## **SUMMARY**

On August 16, 2022, the City Council approved a contract with Onyx Paving Company, Inc. in the amount of \$1,727,000, with a 10% contingency for the Fiscal Year 2021-22 Pavement Rehabilitation Project. The terms and conditions of this project have been complied with and the work has been performed to the satisfaction of the Project Manager for a total project cost of \$1,899,698.72. This amount reflects the original contract amount of \$1,727,000, plus quantity changes totaling \$172,698.72, or 9.9% more than the original contract amount.

It is recommended that the City Council accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project as complete; and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$94,984.94.

## **BACKGROUND**

The Public Works Services Department ("PWSD") is responsible for the maintenance and repair of approximately 147 miles of paved streets within the City. As part of the City's Pavement Management Program, the conditions of all City streets were inspected and rated on a scale of 0-100, with scores below 40 generally being considered a street that has failed; scores between 40 and 60 are poor/fair in nature. This rating is called the Pavement Condition Index ("PCI") and is used to help determine which streets require asphalt pavement rehabilitation.

According to the Citywide Pavement Management Program, the following street segments were included in this year's project:

- Elevado Ave. from Grand View Ave to Virginia Rd. – PCI of 43
- Ontare Rd. from Santa Anita Ave. to end of cul-de-sac – PCI of 35
- Old Ranch Rd. from Colorado Bl to County Arboretum boundary – PCI of 43
- Wistaria Ave. from Holly Ave. to El Monte Ave. – PCI of 49
- Elkins Pl. from Elkins Ave. to Highland Oaks Dr – PCI of 43
- Volante Dr. from Michillinda Ave. to Altura Rd – PCI of 33
- Cortez Rd. from Balboa Dr. to Portola Dr. – PCI of 37

It should be noted that PCIs alone do not determine which streets should be rehabilitated; for instance, the City also takes into consideration the streets that have high traffic volume. Furthermore, it is more cost efficient to repave streets prior to their PCIs degrading to very poor condition. Once a street falls into the lower scoring ranges, grind and overlay is not sufficient to repair them, and a more extensive rehabilitation such as a full depth reconstruction is needed.

## **DISCUSSION**

On August 16, 2022, the City Council approved a contract with Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project. The work performed included repairing localized potholes and failed pavement, grinding the edges of the pavement adjacent to the gutters to transition the new pavement to the existing gutter, replacing broken curb and gutter as necessary, and installing new ADA-compliant curb ramps at the intersections. The new pavement surface utilized recycled rubber in the pavement mix to help reduce future cracking and to add strength to the asphalt pavement. The rubber in the pavement mixture also reduces road noise. Following the repairs, the condition of all relevant street sections was raised to a PCI of 100.

Prior to beginning this project, a section of Canyon Rd. between Monte Pl. and Highland Oaks Dr. experienced a water main break, which caused damage to the street. The water caused the asphalt pavement to rise 2 to 5 inches from grade and caused sub-base failure. To repair the section of damaged street on Canyon Rd. as part of the FY 2021-22 Pavement Rehabilitation Project, Volante Rd. from Michillinda Ave. to Altura Rd. was removed from the FY 2021-22 Pavement Rehabilitation Project. Volante Rd. from Michillinda Ave. to Altura Rd. was slurry sealed in Fiscal Year 2021-22 instead, which improved the PCI. Staff determined that Volante Rd. from Michillinda Ave. to Altura Rd. could be included as part of the FY 2023-24 Pavement Rehabilitation Project. It was determined that Cortez Rd. from Balboa Dr. to Portola Dr. needed to be included as part of the FY 2021-22 Pavement Rehabilitation Project due to high alligator cracking, multiple pothole areas, and high quantities of PCC concrete repairs. Furthermore, a portion of Old Ranch Rd., south of San Simeon Rd. to Vaquero Rd., was removed for a future project to allow two new developments to install utilities and

complete their project. Various PCC concrete quantities of items of work were also deducted or added to the project based on actual requirements in the field.

Below is a full list of change orders that show the deductions or additions to the Project.

<b>CCO</b>	<b>Description</b>	<b>Amount</b>
1.	Additional (9,267 SF) – Furnish and Construct 2-inch thick Cold Mill Grind	\$2,502.09
2.	Deleted (12,705 SF) – Furnish and Construct 4-inch thick Cold Mill Grind	(\$6,987.75)
3.	Additional (446 TONS) – Furnish and Construct 2-inch thick ARHM Overlay	\$54,876.45
4.	Additional (212 TONS) – Furnish and Construct 2-inch thick HMA Overlay	\$21,440.28
5.	Deleted (670 TONS) – Furnish and Construct 1/2-inch thick HMA Leveling	(\$74,370.00)
6.	Deleted (905 SF) - Remove and Replace PCC Sidewalk	(\$10,407.50)
7.	Additional (957 LF) - Remove and Replace PCC Curb and Gutter	\$55,506.00
8.	Deleted (990 SF) - Remove and Replace PCC Cross Gutter/Spandrel	(\$21,780.00)
9.	Additional (1,399 SF) – Remove and Replace PCC Driveway Approach	\$20,985.00
10.	Deleted (2 EA) – Adjust to Grade Sewer Manhole Frame and Cover	(\$2,400.00)
11.	Additional (2,413 SF) Remove and Replace 4-inch thick Asphalt Concrete (AC) Deep Patch	\$31,363.80
12.	Additional (1 EA) Furnish and Installation of SB-1 Project Sign	\$1,500.00
13.	Added Canyon Rd. Repair	\$97,820.35
14.	Excess PCC in Cross Gutter and Add Survey	\$2,650.00
	<b>Total</b>	<b>\$172,698.72</b>

The terms and conditions of this contract have been met and the work has been performed to the satisfaction of the Project Manager. Onyx Paving Company, Inc. completed the work as defined in the project plans and specifications, and in an efficient and timely manner.

### **ENVIRONMENTAL ANALYSIS**

This project was a Class 1 exemption pursuant to California Environmental Quality Act (“CEQA”) Section 15301 Existing Facilities. Class 1 consists of the operation, repair, maintenance, permitting, leasing, licensing, or minor alteration of existing public or private structures, facilities, mechanical equipment, or topographical features involving

Accept 2021-22 Pavement Rehabilitation Project

May 16, 2023

Page 4 of 4

negligible or no expansion of use beyond that existing at the time of the lead agency's determination.

### **FISCAL IMPACT**

Funds in the amount of \$2,100,000 were budgeted in the Fiscal Year 2021-22 CIP for the Pavement Rehabilitation Project. The total cost of the Pavement Rehabilitation Project is \$1,899,698.72. This amount reflects the original contract amount of \$1,727,000 plus quantity changes totaling \$172,698.72, or 9.9% more than the original contract amount.

### **RECOMMENDATION**

It is recommended that the City Council accept all work performed by Onyx Paving Company, Inc. for the Fiscal Year 2021-22 Pavement Rehabilitation Project as complete and authorize the final payment to be made in accordance with the contract documents, subject to retention of \$94,984.94.

Approved:

  
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Dominic Lazzaretto  
City Manager