Visalia City Council

Meeting Agenda - Final

Visalia City Council
707 W. Acequia
Visalia, CA 93291

Mayor Brett Taylor
Vice Mayor Liz Wynn
Council Member Steve Nelsen
Council Member Emmanuel Hernandez Soto
Council Member Brian Poochigian

Monday, May 4, 2026 **7:00 PM** **City Council Chambers**

ROLL CALL

CALL TO ORDER REGULAR SESSION - 7:00 PM

PLEDGE OF ALLEGIANCE

INVOCATION LED BY MISSIONARY ERIK MENCHACA, WORLD MISSION SOCIETY CHURCH OF GOD

SPECIAL PRESENTATION / RECOGNITION

PUBLIC COMMENTS

This is the time for general public comment on issues within the jurisdiction of the Visalia City Council. Each speaker tonight may speak for up to 3 minutes during this general comment period on a matter that is not on this agenda.

The public may also make one comment for up to 3 minutes prior to the consideration of the Consent Calendar, and immediately before any regular agenda item is heard. The Council asks that you keep you comments concise and positive. Creative criticism, presented with appropriate courtesy, is welcome.

Each speaker will be allowed three minutes and a timer will notify you when your time is expired. Please begin your comments by stating and spelling your name and providing your city of residence.

ITEMS OF INTEREST

CONSENT CALENDAR

Consent Calendar items are considered routine and will be enacted in one motion.

This is the time for members of the public to provide public comment on an item on the Consent Calendar. Comments will not be taken individually by the public if an item is pulled by a Council Member. Each speaker is allowed up to 3 minutes, and a timer will notify you when your time is expired. Please begin your comments by stating and spelling you name and providing your city of residence.

1. **Authorization to read ordinances by title only.** 25-0704

2. **Southern California Edison Charge Ready Programs -** Authorization to submit enrollment applications to both the Southern California Edison Charge Ready Business and Transport Programs to develop program participation agreements for the design, construction and installation of the necessary infrastructure for new charging infrastructure at the new Civic Center and Convention Center, other City facilities if deemed feasible,and to expand the charging equipment at the City's Transit Operations and Maintenance Facility and new charging infrastructure at the City's Public Works Corporation Yard and at the Tulare County Office of Education Doe Avenue Complex. 25-0596

3. **Approve a contract for the supply of auto parts-** Approve a contract with Genuine Parts Co. dba Napa Auto Parts to supply parts and accessories for the Fleet Division utilizing Sourcewell Contract with an annual not-to-exceed amount of $1,200,000, for an initial term through January 10, 2029, which may be extended for up to two additional one-year terms, to align with the Sourcewell contract, with a maximum contact amount of $6,000,000 over the life of the contract, including extensions. 25-0752

4. **Approve a contract for miscellaneous Fleet parts -** Approve a contract with Lawson Products to supply small parts, fasteners, hydraulic hoses, clamps, and vehicle repair supplies for the Fleet Division utilizing the Omnia Partners Contract with an annual not-to-exceed amount of $175,000 for an initial term through October 31, 2027, which may be extended for up to two additional one-year terms, to align with the Omnia Parters Contract, with a maximum contract amount of $525,000 over the life of the contract, including extensions. 25-0753

5. **Authorization to assist the Tulare County Association of Governments in preparing and submitting a joint regional application for Transit and Intercity Rail Capital Program Cycle 8 State grant funds** - Authorize the City's assistance and participation in preparing a joint regional application with the Tulare County Association of Governments and Tulare County Regional Transit Agency (TCRTA) for Transit and Intercity Rail Capital Program Cycle 8 State grant funds for capital improvements to the planned Cross Valley Express and Mooney Boulevard Bus Rapid Transit systems. 25-0773

6. **Notice of Completion** - Request authorization to file a notice of completion for River Run Ranch 6 & 7 subdivision located along the north side of East St. Johns Parkway between North McAuliff Street and North River Run Street. 25-0775

7. **Ordinance Adoption -** Second reading and adoption of Ordinance No. 2026-03, amending Visalia Municipal Code Section 1.13 Administrative Code Enforcement Procedures and Penalties. **25-0776**

8. **Approve Amended Resolution No. 2026-14 -** Approve amended Resolution No. 2026-14 revising the grant term from January 30, 2029, to September 30, 2029, as authorized by the Board of State and Community Corrections Board of the California Violence Intervention and Prevention. **25-0780**

9. **Ordinance Adoption of Airport Lease Agreement** - Second reading and adoption of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement between the City of Visalia and the United States of America Department of Transportation Federal Aviation Administration. **25-0785**

REGULAR ITEMS AND PUBLIC HEARINGS

Comments related to regular Items and Public Hearing Items are limited to three minutes per speaker, for a maximum of 30 minutes per item. The Mayor may reasonably limit or extend the public comment period to preserve the Council's interest in conducting efficient, orderly meetings.

1. **Inclusive Park Project -** Review and approve the new proposed site location (McAuliff and Millcreek Parkway) for the Inclusive Park Project and approve contract amendment No. 2 in the amount of $405,500.63 to Westwood Professional Services for the change and update in design scope. **25-0777**

2. **Measure N Public Hearing**- Conduct the second of two public hearings on the proposed 10-year plan (2027-2037) and approve the 2026/27 & 2027/28 proposed budget. **25-0781**

CLOSED SESSION REPORT

ADJOURNMENT

UPCOMING CITY COUNCIL MEETINGS

1. Upcoming City Council Meetings **25-0706**

Wednesday, May 13, 2026 @ 4:00 p.m. * Special meeting

Monday, May 18, 2026 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.

Visalia City Council

Staff Report

File #: 25-0704 **Agenda Date:** 5/4/2026 **Agenda #:** 1.

Agenda Item Wording:
Authorization to read ordinances by title only.

Visalia City Council

Staff Report

File #: 25-0596 **Agenda Date:** 5/4/2026 **Agenda #:** 2.

Agenda Item Wording:
Southern California Edison Charge Ready Programs - Authorization to submit enrollment applications to both the Southern California Edison Charge Ready Business and Transport Programs to develop program participation agreements for the design, construction and installation of the necessary infrastructure for new charging infrastructure at the new Civic Center and Convention Center, other City facilities if deemed feasible,and to expand the charging equipment at the City's Transit Operations and Maintenance Facility and new charging infrastructure at the City's Public Works Corporation Yard and at the Tulare County Office of Education Doe Avenue Complex.

Agenda Date: 05/04/2026

Prepared by:
Caleb Bowman, Transit Management Analyst, Caleb.Bowman@visalia.gov, (559)713-4594; Angelina Baker, Transit Manager, Angelina.Baker@visalia.gov, (559)713-4591; John Lollis, Assistant City Manager, John.Lollis@visalia.gov, (559)713-4323

Department Recommendation:
Staff recommends that the City Council authorize the submission of enrollment applications to the Southern California Edison (SCE) Charge Ready Business and Transport Programs to develop Program Participation Agreements for the design, construction and installation of the necessary infrastructure for new charging infrastructure at the new Civic Center and Convention Center, other City facilities if deemed feasible, and to expand the charging equipment at the City's Transit Operations and Maintenance Facility and new charging infrastructure at the City's Public Works Corporation Yard and at the Tulare County Office of Education Doe Avenue Complex to support electrification growth efforts for general City, Transit and Public Works vehicles.

Summary:
Authorize City staff to submit enrollment applications to the SCE Charge Ready Business and Transport Programs to develop program participation agreements as a low- or no-cost funding option for the design, construction and installation of electric vehicle charging equipment at the new Civic Center, Convention Center, the City's Transit Operations and Maintenance Facility, the City's Public Works Corporation Yard, the Tulare County Office of Education Doe Avenue Complex to support general City, Transit and Public Works electrification growth and other City facilities if deemed feasible.

Background Discussion:
The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020, approving SCE's Charge Ready Program. The decision approved the 4-year program and $436 million in funding, comprised of approximately $417.5 million for charging infrastructure, $14.5 million for marketing, education, and outreach, and $4.3 million for an evaluation of the Charge Ready infrastructure and market education programs.

To be eligible for participation in the Charge Ready Program, qualifying non-residential entities must own, lease, manage, or be the customer of record for the site where the electric vehicle (EV) charging equipment is to be installed, and all project sites must be located within SCE's service area. SCE is generally responsible for designing and installing the supporting infrastructure, and participants are generally responsible for the selection, purchase, and installation of the charging equipment.

The Charge Ready Business Program would facilitate the development of electric charging infrastructure at both the City's new Civic Center and the Convention Center, and other City facilities if deemed feasible. Business Program requirements include:

1. Separate metering.
2. Minimum of four (4) Level 2 charging ports.
3. Own or lease the property where chargers are installed, and operate and maintain chargers for a minimum of ten (10) years.
4. Select, purchase and install SCE-approved charging equipment.
5. Participate in Time-Of-Use Rate and Demand Response Program.
6. Charging equipment network communications.

Specific to the Charge Ready Transport Program, in 2016 the Transit Division installed basic infrastructure to support seventeen (17) charging stations for Zero-Emission Buses (ZEB's) through a California Air Resources Board (CARB) grant. Currently, ten (10) of those charging stations are operational with the remaining seven (7) needing additional improvements to become functional. Further, these additional improvements will require SCE circuit and transformer upgrades to support the increased electrical load. Transit is also exploring the potential of installing electrical infrastructure at the Tulare County Office of Education Doe Avenue Complex to support future transit operations in the Visalia Industrial Park corresponding with the Cross Valley Corridor project and Visalia Connect microtransit. These low- or no-cost funding possibilities will be explored in collaboration and partnership with representatives from the SCE Charge Ready Program in the coming months upon submission of the enrollment application.

The Transit Division will also partner with the Public Works Department to pursue the development of electric vehicle charging infrastructure at the City's Public Works Corporation Yard through the SCE Charge Ready Transport Program. Short-term planning would include one (1) or two (2) charging stations with the foundation for future expansion with underground infrastructure. This improvement is important with the recently Council-approved purchase of the battery-electric solid waste truck and future electric vehicle purchases in keeping with State fleet transition regulations. Collaboration with SCE for electrification planning will be subject to the Corporation Yard Master Plan.

Transport Program requirements include:

1. Lease, purchase, or convert at least two (2) medium- or heavy-duty battery-powered electric vehicles within eighteen (18) months of enrollment application.
2. Own or lease the property where chargers are installed, and operate and maintain chargers for a minimum of ten (10) years.
3. Separate metering.
4. Select, purchase and install SCE-approved charging equipment.
5. Provide data related to charging equipment usage for a minimum of five (5) years.
6. Provide a property easement for the SCE infrastructure.

SCE Charge Ready Business and Transport Program enrollment applications are due to SCE by June 30, 2026, and Program Participation Agreements between the City and SCE must be signed by December 31, 2026.

Fiscal Impact including annual maintenance and operating costs:
Each SCE Charge Ready Program project is estimated to cost up to $1 million. Without the SCE funding program, the City would potentially be responsible for the infrastructure developments costs. The SCE Program requirements include that the City operate and maintain installed chargers for a minimum of ten (10) years.

Prior Council Action: None

Alternatives: To not authorize the submission of the enrollment application and/or add and/or remove project locations.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the submission of enrollment applications to the SCE Charge Ready Business and Transport Programs to develop program participation agreements for the design, construction and installation of the necessary infrastructure at the new Civic Center and Convention Center, other City facilities if deemed feasible and to expand the charging equipment at the City's Transit Operations and Maintenance Facility and new charging infrastructure at the City's Public Works Corporation Yard and the Tulare County Office of Education Doe Avenue Complex.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments:
1. SCE Charge Ready Program Guidelines
2. SCE Charge Ready Transport Program Fact Sheet
3. SCE Charge Ready Transport Program Quick Reference Guide

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒ **Economic Vitality**	☒ **Organizational Excellence**	☒ **Fiscal Strength**	☒ **Infrastructure & Growth**	☐ **Quality of Life**

SOUTHERN CALIFORNIA EDISON®

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CHARGE READY

Program Guidelines

Visit us at **sce.com/chargeready** or email **chargeready@sce.com**

Version 2.4 - Rev 0426

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PROGRAM OVERVIEW

Introduction

The Charge Ready Program supports both California's greenhouse gas (GHG)-reduction goal and local air-quality requirements by providing financial assistance and subject matter expertise to help expand the charging infrastructure available for electric vehicles (EVs). The program assists customers by providing technical assistance and reducing costs for installation of the electric vehicle charging infrastructure and equipment.

Level of Funding and Program Duration

In July 2024, the CPUC approved the extension of the Charge Ready Make-Ready Infrastructure programs. Applications will be accepted until December 31, 2026, provided funding is available.

The California Public Utilities Commission (CPUC) issued a decision adopted on September 2, 2020 approving SCE's Charge Ready program. The decision approved the 4-year program and $436 million in funding, comprised of approximately $417.5 million for charging infrastructure, $14.5 million for marketing, education, and outreach, and $4.3 million for an evaluation of the Charge Ready infrastructure and market education programs.

Program Goals

The Charge Ready program provides another step toward meeting California's goal of attaining a 40 percent reduction of greenhouse gas emissions from 1990 levels by 2030 and an 80 percent reduction by 2050, by providing funding for the addition of up to over 30,000 EV charging ports in Southern California Edison Company's (SCE's) service territory.

Program Eligibility

To be eligible for participation in the Charge Ready Program, qualifying non-residential entities must own, lease, manage, or be the customer of record for the site where the EV charging equipment (also referred to as Electric Vehicle Supply Equipment, or EVSE) is to be installed. Applicants, if not the owner of the site, are required to obtain consent from the property owner to install the equipment and grant any required easements. All project sites must be located within SCE's service area.

To participate in the program, applicants are required to complete an online enrollment form. Applicants that have previously participated in another transportation electrification program offered by SCE are also eligible to participate in this program.

This program is comprised of several different infrastructure and rebate options intended to incentivize the installation of an expanded EV charging network to support the continued growth and further adoption of electric vehicles. The multifaceted program provides different levels of infrastructure support and rebates which are made available based on the select characteristics of a given project and/or a project's geographic location. This program guidelines will provide a high-level overview of all the rebate program options, and go into further detail on the process, eligibility, and requirements specific to the Charging Infrastructure and Rebate, Customer-Side Make-Ready Rebate, and Turn-Key Rebate programs.

SCE will review the applications received and determine participation eligibility based on several factors including but not limited to:

- The applicant's qualification for the program selected.

- The number of applications submitted by the same non-residential entity for multiple sites.
- The project site's geographic location and categorization (priority of site).
- The number of charging ports requested.
- The overall complexity and cost of the project.
- The level of remaining program funds.
- Alignment with certain goals established by the CPUC.

If the project is accepted for initial qualification, SCE will work with the applicant to ensure the remaining steps in the participation process are executed.

How the Program Works

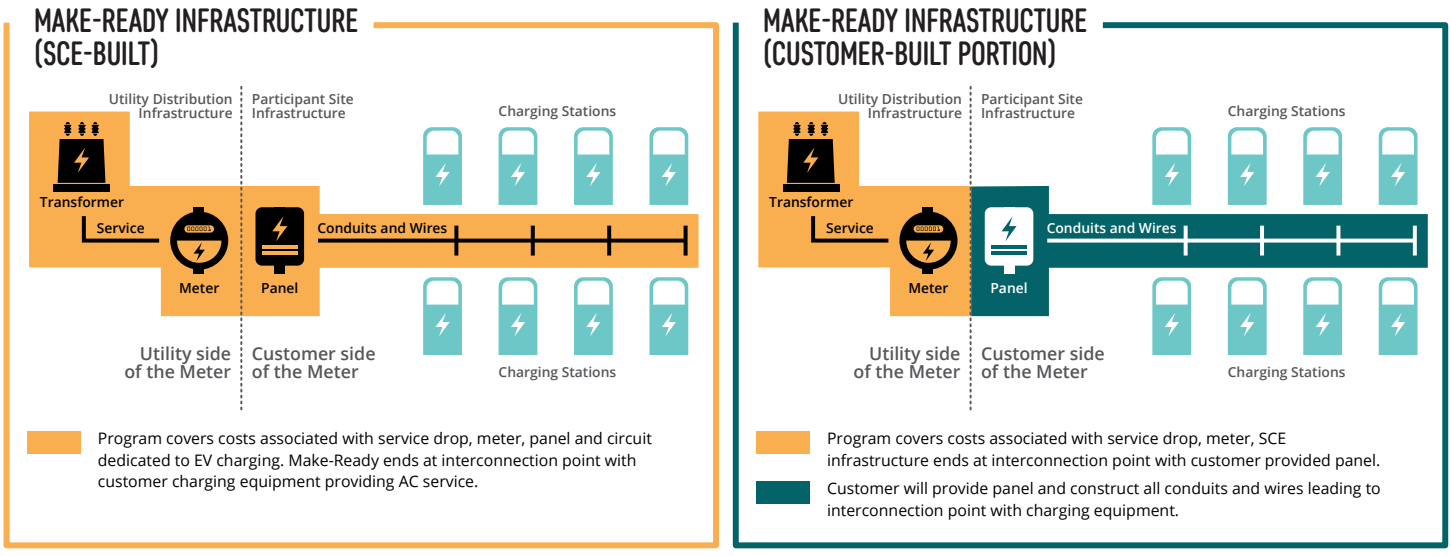
The Charge Ready Make-Ready program options provide the necessary infrastructure to support the installation of EV charging infrastructure at low- to no-cost to the program participant. This collective infrastructure work is referred to as the "make-ready"[1] portion. There are primarily two segments of work associated with make-ready. These include: 1) Utility-side of the meter infrastructure 2) Customer-side of the meter Infrastructure.

The program also provides rebates for the purchase and installation of the charging equipment, subject to availability.

SCE is generally responsible for designing and installing the supporting infrastructure, and participants are generally responsible for the selection, purchase, and installation of the charging equipment.

Figure 1 illustrates the two basic segments of infrastructure work. If the customer chooses to self-install the infrastructure on the customer-side of the meter (as shown in the graphic on the right in GREEN), they will then qualify to receive this rebate.

Figure 1 – Charge Ready Program Infrastructure Delineation



1 The make-ready infrastructure is illustrated in yellow on the left-hand side of Figure 1.

The Charge Ready Make-Ready program offers three different program options. These include:

1) **Charging Infrastructure and Rebate**. In addition to SCE providing the utility-side and customer-side of the meter supporting infrastructure (also referred to as make-ready), this program also offers eligible participants a rebate to offset the costs associated with the purchase and installation of SCE-approved charging equipment. The amount of the rebate will depend on the power level of the charging equipment selected, and the designation of the site where it will be installed. Participating sites located in a top quartile disadvantaged community (DAC) will qualify for the largest rebate, with lower rebates offered to non-DAC multi-family property sites and other non-residential entities.

   Within the Charging Infrastructure and Rebate program, two additional options are available to ONLY residential multi-family property sites located in designated top quartile DAC:

   - **Turn-key Installation**. Under this option, SCE will provide complete turn-key installation of the required supporting infrastructure, and install, operate and maintain the Level 2 charging equipment.[2]

     Through this program option, SCE will:

     - Design, install, operate, and maintain the make-ready (pole to connection point for charging equipment) infrastructure.
     - Select, purchase, and install the charging equipment.
     - Contract directly with a qualified and SCE approved network services provider to establish and maintain charging equipment enabled network communications.
     - Operate and maintain the charging equipment for a 10-year duration.
     - Collect any revenues and remit payments to the participant.

     Participants choosing this option will determine the pricing associated with the use of the charging equipment and will be responsible for the associated electricity charges.

     If a qualifying participant chooses to instead own and operate the charging equipment, they can enroll in the Charging Infrastructure and Rebate program, purchase and install the equipment and qualify to receive an additional rebate (the Maintenance and Networking Rebate option described below) which is intended to offset the maintenance and networking fees associated with operating the charging equipment.

   - **The Maintenance and Networking Rebate Option**. This rebate option is available to those that choose not to participate in the Turn-key Installation option, and instead would prefer to own and operate the charging equipment. By doing so, these participants would enroll in the Charging Infrastructure and Rebate program (program option 1) and receive this one-time rebate intended to offset the maintenance, networking and warranty costs associated with owning and operating L2 charging equipment.

2) **The Customer-Side Make-Ready Rebate Option**. This rebate option is available to **ANY** participant who chooses to design, purchase, and install the customer-side of the meter infrastructure work. The Customer-Side Make-Ready Rebate is intended to offset up to 80 percent of the costs that SCE would otherwise incur for performing the work.[3] Every participant will have the choice to perform this work themselves and qualify to receive the rebate, or to have SCE perform the work at no additional cost to the participant. Figure 1 illustrates the two basic segments of infrastructure work. If the customer chooses to self-install the infrastructure on the customer-side of the meter (as shown in the graphic on the right in GREEN), they will then qualify to receive this rebate.

3) **Small Site Rebate.** This program is available for projects planning to install up to four EV charging ports. The Small Site Rebate program offers savings for multi-family and commercial properties. The program provides a rebate of up to $10,000 per port for qualified sites. SCE will perform all the necessary utility-side of the meter infrastructure work. The rebate is intended to help offset the costs associated with the design, procurement, installation, and maintenance of qualifying charging equipment. For additional information about the Small Site Rebate program, please visit **https://www.sce.com/evbusiness/chargeready/small-site-rebate**.

The Charge Ready Program offers a variety of additional rebate program options. Below is a brief description of these rebate programs. For more information and specific details on each program, please reference the corresponding program guidelines.

New Construction Rebate. The New Construction Rebate is **ONLY available to multi-family developments**. This program provides rebates to qualifying participants, generally property owners or developers of new multi-family properties to encourage the installation of operational EV charging stations during construction. For additional information about the New Construction Rebate program, please visit **https://www.sce.com/evbusiness/chargeready/new-construction-rebate**.

Direct Current Fast Charging (DCFC) Rebate. The DCFC program is available to publicly accessible, short dwell time (less than 2 hours) properties who choose to purchase and install two or more DCFC charging stations. The program covers the utility-side infrastructure upgrades and offers a rebate to help offset a portion of your cost of the customer-side infrastructure upgrades. Charging equipment rebates are also available to offset the purchase and installation of qualifying charging equipment. For additional information about the DCFC Rebate program, please visit **https://www.sce.com/evbusiness/chargeready/DCFC.**

2 L1 and DCFC does not qualify for installation under this program option.

3 80 percent of the estimated average utility direct cost for installing the customer-side make-ready infrastructure.

Charge Ready Make-Ready Program Offerings Comparison

To meet our customers varying needs, we are pleased to make available four Charge Ready Program offers for business and multi-family properties. The table below describes and compares each unique program along with potential rebates and key requirements. For more information about our robust Charge Ready to help you become part of California's electric vehicle (EV) future, visit us at **sce.com/chargeready**.

		TURN-KEY INSTALLATION	SMALL SITE REBATE	CHARGING INFRASTRUCTURE AND REBATE	CUSTOMER-SIDE MAKE-READY REBATE
Offering Overview	Qualification	Only Multi-family Property Sites Located in a Designated DAC	Non-Residential & Multi-family Property Sites	Non-Residential and Multi-family Property Sites	Non-Residential & Multi-family Property Sites
	Min/Max Port Count	Minimum of 4 Ports (L2 Only)	Maximum of 4 ports (L2 Only)	Minimum of 4 Ports (L2 Only)	Minimum of 4 Ports (L2 Only)
	Utility-Side Infrastructure	SCE-built	SCE-built	SCE-built	SCE-built
	Customer-Side Infrastructure	SCE-built	Customer-built	SCE-built	Customer-built
Charging Equipment Owner Obligation	Charging Equipment Ownership, Maintenance & Operation	SCE	Customer	Customer	Customer
	Meter Customer of Record	Customer	Customer	Customer	Customer
	Set Charging Station Fees	Customer	Customer	Customer	Customer
Rebates*	Charging Equipment/Station Rebates	None	$10,000 Per Station Port. Costs not to exceed 100% of customer installed costs	See **Rebate Summary Table**	See **Rebate Summary Table**
	Infrastructure Rebate for Customer-Built Infrastructure	None		None	80% of SCE's Estimated Costs. Optional: Available to all participants choosing to self-build
	Maintenance & Networking Rebate – L2 Only	None	None	Only available to Multi-family in DAC; Up to $5,700 per Single-Port Station, up to $11,400 per Dual-Port Station**	None
Key Requirements	Charging Equipment Operational Duration	Minimum of 10 years	Minimum of 10 Years	Minimum of 10 years	Minimum of 10 years
	TOU Rate and Demand Response Program Enrollment	Required	Required	Required	Required
	Separate Metering	Required	Optional	Required	Required
	Charging Equipment Network Communications	Required	Required	Required	Required

*Rebate amounts are limited and dependent on remaining funding available in the program.

**Maintenance and Networking Rebate values are not guaranteed. Rebates are subject to change at any time based on funding availability.

Rebate Values

The rebates offered under the various program options described above are included in the **Rebate Summary Table**. All rebate values will be reviewed annually and may be modified during each program year. The rebate values in place at the time a customer submits their application will be solidified for the project site if the application is approved. As it relates to ALL rebates offered through the Charge Ready Program, incentives will not exceed 100% of applicant's costs.

Program Participation Requirements

The following outlines important program participation requirements (not applicable to the New Construction Rebate, which has its own set of program guidelines).

Participation requirements include:

- All EV charging equipment must be selected from SCE's **Approved Product List** (APL) or otherwise approved by SCE for installation under this program, in a quantity approved by SCE.
- Program participant must purchase, install, own, and operate the charging equipment.[4]
- A minimum installation of 4 ports of L2 charging equipment.
- A minimum of 2 ports applies to DCFC Installations.
  - DCFC Installation will require at least one CCS and one CHAdeMO or NACS connector to ensure accessibility and optimize usage.
  - DCFC charging equipment must be accessible to the general public.
  - DCFC make-ready infrastructure must be designed and constructed to support at least 150 kW equipment, regardless of any decision by the participant to install lower power DCFC units.
- Program participant is required to operate and maintain the charging equipment in good working order for a minimum of 10 years.[5]
- Program participant is required to contract with a qualified network services provider from SCE's Approved Network Provider's list to ensure devices have active network communications.[6]
- Program participant is required to make port level usage and other data available to SCE.
- Program participant is required to authorize SCE to share port level, charging episode, meter usage and other charging equipment related data to third parties (such as program evaluators and the CPUC).
- All charging equipment must be metered separately using an Edison SmartConnect® meter or other SCE approved meter dedicated to registering the usage to participate in this program.
- Program participant will be required to have the meter serving the charging equipment enroll on a Time-of-Use (TOU) rate plan.
- Program participant must enroll in at least one qualifying Demand Response (DR) program.
- Program participant is responsible for paying all electricity charges associated with the charging equipment.
- Program participant will set the pricing associated with driver's use of the charging equipment.

4 This requirement does not apply to those participants in the Turn-key Installation option.

5 This requirement does not apply to those participants in the Turn-key Installation option.

6 Qualified Network Service Providers are listed on SCE's APL. For those participating in the Turn-key Installation option, SCE will select and contract with the Network Service Provider.

- Program participant is responsible for any charging equipment and related installation costs exceeding available rebates.[7]
- Program participants are encouraged to maximize accessibility to the charging stations.
- Program participant is required to ensure compliance with all other program requirements.

Eligible Charging Equipment

Level 2 and DC Fast Charging (DCFC) equipment are eligible for installation under this Program. Level 2 (L2) typically at 208 volts, and DCFC typically at 480 volts. SCE will provide participants with assistance in evaluating their charging equipment needs and available options.

All charging equipment installed under this program must be listed on SCE's APL and capable of port-level networked common communication capabilities through Wi-Fi or cellular communications. Installed charging equipment must also be capable of responding to price signals and recording of interval usage energy consumption data. Participants are required to contract with a network services provider to establish and maintain network communications with each charging port. Participants are required to pay any related costs or fees resulting from such services, for the full duration the contracted services.[8]

Participants, or their network services provider, at the participants' direction, are also required to provide SCE with usage and other related data associated with the charging equipment and its use. The required information must be electronically transmitted to SCE monthly in the form and format prescribed by SCE. Aggregated data (not attributable to any specific participant's site) will be made publicly available as part of SCE's reporting to the CPUC and various industry stakeholders and may also be used to identify load management opportunities and enhance potential vehicle-to-grid integration opportunities for future utility initiatives.

Make-Ready Infrastructure and Charging Station Installation

As described above, the Charge Ready Charging Infrastructure and Rebate Program provides the necessary utility-side and customer-side infrastructure to support the installation of EV charging equipment. This collective infrastructure work is also referred to as the "make-ready".

There are primarily two segments of work associated with make-ready. These include:

1. Utility-side of the meter infrastructure
2. Customer-side of the meter Infrastructure

As illustrated in **Figure 1** above, the utility-side of the meter infrastructure work includes all infrastructure from SCE's distribution system to a new circuit panel that will be installed to support EV charging equipment. Included with this work, SCE will install an interval data recording (IDR) meter to capture EV charging equipment consumption data. The meter will track usage in 15-minute increments and will also be used for recording charging equipment energy usage and billing purposes. **SCE will always be responsible** for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility-side of the meter.

7 This requirement does not apply to those participants in the Turn-key Installation option.

8 This requirement does not apply to those participants in the Turn-key Installation option.

The next segment of work involves the infrastructure to be located on the customer-side of the meter. This work includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the participant's EV charging equipment. **All participants will have the option** to have SCE perform the customer-side infrastructure work at no cost to the participant, or alternatively, may choose **to design, purchase, install and maintain the customer-side infrastructure work themselves**. If participants choose to perform this work, they will be eligible for the Customer-Side Make-Ready Rebate.

The last segment of work includes the actual installation of EV charging equipment. **Participants will always be responsible** for selecting, procuring, and installing the EV charging equipment, unless the customer is participating in the Turn-key Installation program. All charging equipment purchased for installation under this program must be listed on SCE's APL. When the participant installs APL listed equipment and meets other eligibility requirements, the participant will qualify to receive a rebate for the purchase and installation of the charging equipment.

SCE will work closely with participants to provide information that may help to inform their decision-making throughout the complex infrastructure selection and deployment process, while attempting to meet their operational needs and balancing any potential grid impacts.

Site Safety

Participation in the Charge Ready Light Duty (CRLD) Program requires that the project site be a safe and suitable location for the installation and operation of EV charging infrastructure. By participating in the program, the customer affirms that the site will be maintained, for the full required program term, in a condition that protects both utility side and customer side infrastructure.

While SCE is responsible for the design, installation, and maintenance of utility side infrastructure, program participants are responsible, at their own expense, for maintaining site conditions that protect SCE owned infrastructure and customer owned equipment, including breaker boxes, switchgear, meters, panels, conduits, and EV charging stations. This includes implementing commercially reasonable preventive safety measures to risks such as theft and vandalism to ensure installed infrastructure remains safe, accessible, and operational throughout the program term, to ensure installed infrastructure remains safe, accessible, and operational throughout the program term.

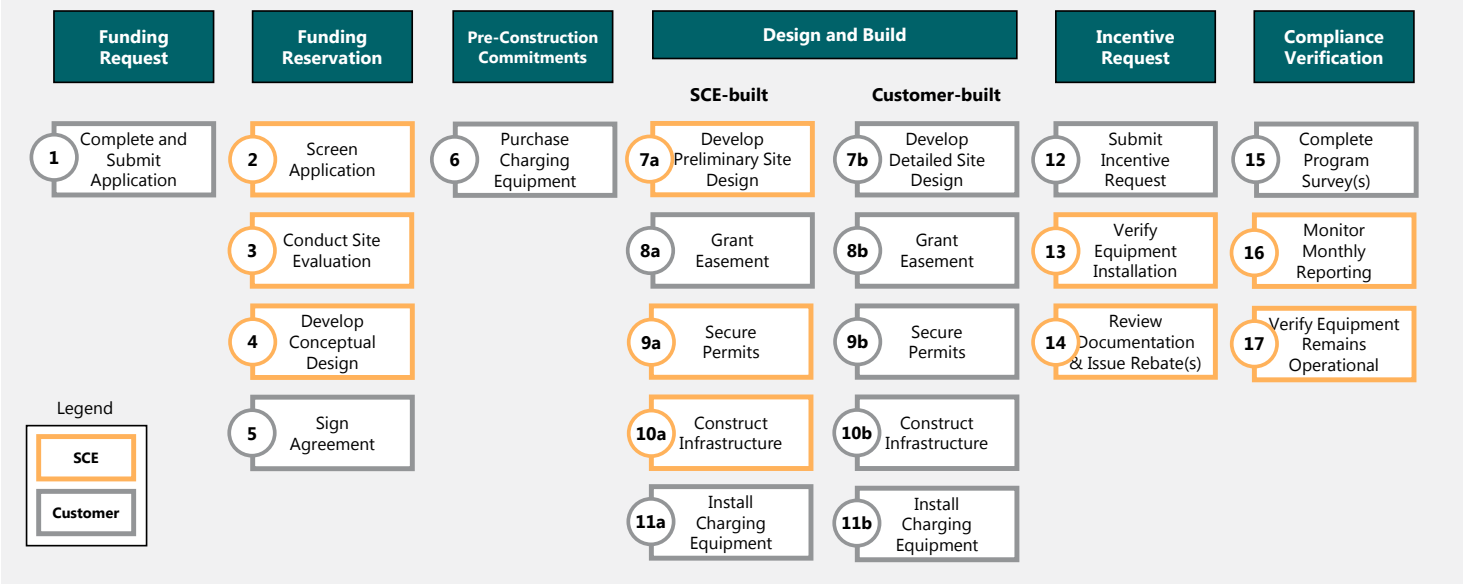
Rate Plan Options

As mentioned above, participants will be required to enroll on a Time-of-Use (TOU) rate plan associated with the meter serving the EV charging equipment. All EV charging is required to be served on a TOU rate plan for the full 10-year term of service. The TOU rate plans available vary, and appropriate selection will depend on several factors, all of which an SCE representative can help to evaluate.

DETAILED PROGRAM ACTIVITIES AND PROCESS FLOWS

Charging Infrastructure & Rebate and Customer-Side Make Ready Rebate Option

Process Diagram:



A Funding Request

1. Complete and Submit Application	
Description	The **online application** can be accessed through the online program enrollment portal. This is the project submission phase, also referred to as the project funding request.
Customer Activities	• Complete the online application which is accessible through the program enrollment portal. • Create a Site Plan annotated with preferred location(s) of the charging equipment and submit with your application. • If the applicant has already decided which charging equipment it plans to purchase, upload a copy of the charging equipment product specification sheet(s) (requested, but not required).
Documents Required	• Site Plan in PDF file format through the program enrollment portal. • Product specifications sheet for the charging equipment (requested, but not required).
SCE Activities	• Review application for completeness. • Reach out to applicant to obtain any additional information that may be needed.

Program Enrollment Application - Site Plan Instructions

A site plan will need to be submitted with the applicant's completed application. This plan is intended to provide an aerial view of the property and should include annotations to indicate the preferred location for the charging equipment. The site plan should reveal building footprints, roads, parking areas and other above ground structures notated. The plan may be an engineered drawing or may just be a satellite image with notes.

The site plan will need to be uploaded through the program enrollment portal during the completion of the online application.

Helpful tip: Ideal location for charging equipment:

- Select a location that is near the SCE distribution facilities currently serving the site (this can help to lower infrastructure installation costs).
- Be as close as possible to the existing transformer (if enough capacity) or to a new transformer (if needed to serve the EV charging load).
- Charging equipment should be grouped in a single location (e.g., the same floor of a parking structure).
- Allow adequate space for the installation and operation, in compliance with all applicable laws, rules, codes and regulations.
- Determine a convenient location for vehicle parking while they will be charging (for both short and long dwell times).
- Consider how vehicles move through the site, and how to prevent the charging location from impeding through-traffic.
- Consider locations where adequate parking exists to serve the number of vehicles that may be routinely charged.
- Consider vehicle charging needs beyond the initial deployment to take into account any future construction or expansion.
- Consider the configuration of charging stations themselves. Will they be overhead systems, conventional pedestal mounted; wall mounted; in-ground; etc.
- For DCFC installations,[9] consider proximity of charging ports to the Power Conversion Units (PCU).
- A site plan job aid can be found **here**.

If the applicant has already decided which charging equipment it plans to purchase, the applicant should upload a copy of the charging equipment product specification sheet(s).

Important note: Applicants must apply and receive project approval prior to purchasing any charging equipment or performing any construction at the site.

9 For more information and specifics on the DCFC Rebate program, please visit **https://www.sce.com/evbusiness/chargeready/DCFC**.

B Funding Reservation

2. SCE Screen Applications	
Description	SCE receives and screens applications.
Customer Activities	Respond to any application related inquiries received from SCE.
Documents Required	None.
SCE Activities	• Determine initial eligibility for program participation. • Initiate the Account Management Support process. • Determine if application moves to next step. • Notify applicant of SCE's determination (email communication).

SCE Screens Applications – More Information

SCE will evaluate each application received. Some of the criteria SCE will use to determine qualification for program participation include, but are not limited to:

- The applicant's qualification for the program selected.
- A site's geographic location and categorization (site type priority).
- The number of charging ports requested.
- The number of applications submitted by the same entity for multiple sites.
- Alignment with certain goals established by the CPUC.
- The level of remaining program funds.

If SCE determines the project can move forward to the next step in the evaluation process (based on the information provided in the application), SCE will schedule a physical site visit to further evaluate the existing and planned electrical infrastructure, discuss the project with the applicant and develop a conceptual infrastructure design (conceptual design).

3. Conduct Site Evaluation	
Description	After reviewing and evaluating the application, SCE will continue the evaluation process by scheduling and performing a physical site assessment. This step is necessary for SCE to collect the information needed to further evaluate the project and develop a conceptual infrastructure design.
Customer Activities	• Applicant is requested to participate with in the site visit. • Ensure the appropriate individual(s) representing the applicant, typically the individual familiar with the site/planned installation of the charging equipment and a decision maker, or individual with decision making authority, can participate in the site job-walk. • Notify SCE of any other infrastructure projects that may be planned or underway at the site.
Documents Required	None.
SCE Activities	Perform site assessment and, collect necessary information to develop a conceptual infrastructure design.

SCE Conducts Site Evaluation – More Information

Applicants may be requested to participate in the site evaluation activity. SCE may request that someone familiar with the site and the proposed project, typically the site or facility manager, participate in the on-site job-walk to discuss the project and desired location for the charging equipment. If the applicant has already decided which charging equipment it plans to purchase, SCE recommends that the applicant's charging equipment supplier attend the site assessment if possible. The applicant is requested to coordinate directly with their charging equipment supplier.

SCE's team will leverage the site plans, sketches, and drawings provided by the applicant to assist with the planning and design activities. The SCE team is typically comprised of an SCE Transmission and Distribution infrastructure Project Manager, an engineer from one of SCE's design firms that performs the customer-side of the meter infrastructure design work, and a SCE field inspector that is able to assess and evaluate the existing distribution facilities that are located at or near the site.

During the visit, the SCE team will lay the groundwork for developing a conceptual infrastructure design. SCE will visually lay out the footprint of the planned interconnection point, looking at and evaluating the area where the vehicles are going to charge, in order to develop a physical infrastructure layout. SCE will also evaluate the existing distribution infrastructure and the site's existing service connection. Regardless of whether SCE can use the existing service connection, or the site requires a new service connection, SCE will plan to install a separate meter for the new EV load at each participating site.

Applicants are responsible for notifying SCE of any other infrastructure projects that are planned or underway at the site because this work could potentially impact the designs provided by SCE.

During the site visit, SCE representatives may determine that the applicant's proposed location for the installation of infrastructure would be more costly than other alternatives identified by SCE. The applicant and SCE will discuss in good faith appropriate alternate locations for a more cost-effective installation.

4. Develop Conceptual Design	
Description	If during the site assessment it is determined the proposed project meets program criteria, and if SCE determines the project may still qualify to move forward, SCE will draft a conceptual design.
Customer Activities	• SCE may discuss and provide a conceptual design for the project to the applicant for review and approval. If applicant is not the site owner, applicant to review with site owner to also review and approve. • If the applicant, or site owner does not approve the design, applicant must then work with SCE to reach agreement on alternate potential layout. • Review SCE's standard easement language, AND if not property owner, ensure property owner has also reviewed.
Documents Required	None. The conceptual design should be approved through the enrollment portal.
SCE Activities	• Confirm with the applicant any other site infrastructure projects that may be planned or underway. • Develop a conceptual infrastructure design for the site. • Determine if proposed project meets program criteria. • If the proposed project meets program criteria, cost thresholds, and other considerations, SCE will provide the conceptual design exhibit to the applicant for approval. • Receive applicant's approval of the conceptual infrastructure design. • Notify the applicant if the projects costs exceed established parameters.

SCE Completes the Conceptual Design – More Information

The conceptual design will be completed after SCE performs the initial site assessment and determines that the project may move forward for final consideration.

SCE will utilize the information collected during the site visit (photographs, sketches, measurements, notes, and any additional information that may have been provided by the applicant or its representative), combined with additional off-site due diligence activities (i.e., engaging the local Authority Having Jurisdiction (AHJ), City, County, Fire, Division of State Architect, etc.) regarding permitting requirements, ensuring there are no environmental issues associated with the construction area, etc.) in order to draft the initial design for the project.

SCE will determine if the proposed project meets program criteria. If the project does not meet those criteria, SCE will notify the applicant.

If the proposed project meets program criteria and cost thresholds, SCE will provide the design exhibit to the applicant for approval. The applicant will be requested to accept and approve the design within 10 calendar days of receipt, through the enrollment portal. If the applicant is not the site owner, applicant should share the design exhibit with the site owner to secure approval. If applicant or site owner does not approve the design, the applicant must work with SCE to reach agreement on alternate potential layout or withdraw its application.

At this stage, the applicant must affirmatively commit to and communicate the power level and port count associated with the charging equipment that will be purchased and installed. SCE will include the approved final port count for the agreed upon power level in the Program Participation Agreement (Participation Agreement or Agreement).

Applicants should also review the **Sample Grant Easement** document to better understand how the project easement document(s) will be structured. If the applicant is not the site owner, the applicant should share the sample Grant Easement with the owner.

5. Sign Agreement	
Description	Following the applicant's approval of SCE's conceptual design, SCE will create and present applicant with a Participation Agreement. Once the Agreement is executed, project funds will be reserved.
Customer Activities	Receive, review and sign (electronic signature) the Participation Agreement that will be made available through the enrollment portal. If applicant is not the site owner, applicant must also have owner approve and sign the agreement.
Documents Required	Signed Participation Agreement (via electronic signature).
SCE Activities	• Prepare and issue the Participation Agreement. • Upon receipt of signed agreement, execute and reserve project funds.

Applicant Signs Agreement – More Information:

Following the applicant's approval (and site owner if applicable) of the conceptual designs provided by SCE, and applicants confirmation of the port count and power level(s) associated with the charging equipment, and SCE's decision to approve the project, the applicant will be presented with a Participation Agreement. Customers have 30 days to review and sign the agreement.

The applicant may choose to withdraw its application or cancel any further participation in this program upon providing notice to SCE at any time prior to submission of a signed (electronically) agreement. Once the agreement is signed by the applicant, and executed by SCE, program funds will be reserved, and the program applicant's status moves to participant.

Within 45 calendar days of the date funds are reserved for the project, participants are required to provide proof of purchase for ALL vehicle charging equipment designated for the project. Participants may be granted an extension beyond the 45-day window at SCE's sole discretion.

Participants will be bound to the contractual obligations specified in the agreement once executed. Deviation from these obligations may lead to cancelation of participation and trigger activities leading up to, and including, SCE's pursuit of direct reimbursement of certain Program related expenditures. If the participant fails to comply with the terms and conditions set forth in the agreement, SCE may terminate participation in the program by sending the participant a notice of default. If the issues specified in the notice remain uncured for 5 business days from the participant's receipt (except for safety or security violations, in which case, SCE may terminate the agreement immediately and take all actions, including, but not limited to, disconnecting the vehicle charging equipment), SCE may terminate the agreement and participant's continued participation in the program. Such cancellation may result in the participant owing SCE reimbursement for program-related expenditures, as set forth in the agreement.

SCE may seek reimbursement of certain costs if the agreement terminates, due to participant's actions or inactions, prior to the end of the 10-year Term of Service. For example, participant is liable for SCE's costs if the participant, after executing the agreement (1) elects to terminate its participation in this program, or (2) SCE

terminates the agreement because of participant's noncompliance with the program requirements (as described above) or other material breach of the agreement. Under these conditions, the participant will be responsible for reimbursing costs incurred by SCE in connection with deploying the infrastructure at the participating charging site on a prorated basis (over the ten-year Term of Service), including any rebate payment(s) (if already paid), within 60 days from the termination date.

C Pre-Construction

6. Purchase Charging Equipment	
Description	Within 45 days of the date funds are reserved for the project, participants must provide the proof-of-purchase for ALL vehicle charging equipment designated for the project.
Customer Activities	• Submit copy of the purchase order, paid invoice, or sales receipt for charging equipment (separately listed purchase price from any installation costs) within 45 days. • If needed, submit an extension request, through the enrollment portal. • Respond to any questions SCE may pose.
Documents Required	Proof of purchase including purchase date, the make, model and serial #s of the charging equipment, expected delivery date and individual unit pricing. Any related installation costs should be broken out separately.
SCE Activities	• Receive documents and review for completeness. • If not complete, follow-up with the participant as may be necessary.

Participant Purchases Charging Equipment – More Information:

Within 45 calendar days of the date funds are reserved for the project, participants will be required to provide proof-of-purchase for ALL vehicle charging equipment designated for the project. The participant may request a limited extension of the purchase period by submitting an extension request in writing prior to the expiration of the initial 45-day period. SCE may, at its discretion, extend a funding reservation beyond the initial 45 days, if, in SCE's sole judgment, the participant is actively seeking to complete the purchase of the charging equipment.

Participant's required activities to complete this step include submission of all required documents scanned and uploaded through the enrollment portal. Required documentation includes:

1. Submission of a copy of the purchase order, paid invoice, or sales receipt for charging equipment (separately listed purchase price for the charging equipment from any installation costs). The receipt should include the purchase date, the make, model and serial #'s of the charging equipment, expected delivery date and individual unit pricing. EV charging equipment must be selected from **SCE's Approved Product List** (APL).

2. Any extension requests related to proof-of-purchase should be submitted through the program's enrollment portal.

D Design and Build – SCE Build

The design and build phase will commence following completion of the pre-construction commitments outlined above. For any infrastructure installed by SCE, the amount and extent of equipment to be installed for future EV charging expansion will depend on various factors including costs and the timeframe for expected growth.

Steps 7a-11a below outline the activities included **when SCE performs** the customer-side of the meter infrastructure work. Steps **7b-11b** outline the activities if, and when the **participant elects to perform** the customer-side of the meter infrastructure work.

7a. Develop Preliminary Site Design	
Description	Following the execution of an agreement, and upon receipt of the required pre-construction documentation, SCE will commence with drafting detailed design plans.
Customer Activities	• Work with SCE to schedule a second site visit required to collect information which will help with developing the detailed project design. • Complete review and approval of the detailed design (preliminary design) within 10 calendar days.
Documents Required	Customer to provide their approval of the site's preliminary design through the enrollment portal.
SCE Activities	• Schedule/coordinate the second site visit to start the detailed design work. • Develop preliminary design and present to the participant. • Receive preliminary design approval from participant through the enrollment portal.

SCE Perform Preliminary Site Design – More Information:

Following the execution of an agreement, and upon fulfillment of the pre-construction requirements, SCE will commence drafting detailed design plans.

To build on the recently developed conceptual design, SCE will send a survey crew to the project site to gather more detailed information needed to develop a technical site design (preliminary design). The survey crew will take more detailed measurements and perform activities, such as identifying any existing underground utilities or infrastructure that may impact the planned build location. The team will then create a base map that will include the specific location of the charging equipment infrastructure.

SCE team members will leverage site drawings, maps and files and incorporate any other required design elements such as Americans with Disabilities Act (ADA) requirements and potential guidelines set forth by the AHJ to create a digital civil plan map for the site.

These activities will result in the development of a preliminary design, which will typically match the conceptual design originally presented to the participant. In some cases, modifications to the design might be necessary. If, for example, during the site visit SCE's survey crew finds underground obstructions by using ground penetrating radar, relocation of some infrastructure indicated on the design would be required. Another example might include proposed changes that arise in discussions with reviewing the designs with the AHJ, which could lead to either small or significant changes from the original planned lay-out. Any of these types of changes will be reflected in

the revised designs. Any significant changes deviating from the conceptual design originally presented will be again shared with the participant.

The participant will complete their review and approval of the preliminary design no later than 10 calendar days following receipt. Approval can be provided during the meeting or through the program's enrollment portal. SCE cannot move forward with any further construction-related activities until the participant's approval is received.

After receiving approval of the preliminary design, SCE will finalize the plans and submit them to the AHJ for plan check and permitting. SCE may be required to make minor changes to the participant-approved preliminary designs based on any potential feedback and/or required changes received by the AHJ. If the changes required are significant, they will be discussed with and agreed to by the participant. If the changes are not significant, SCE will incorporate them into the drawings. Once changes to the design are finalized, it will become the final design. SCE will prepare the legal description for the easement based on the final design. Easement documents will then be provided to the participant and/or the property owner, if different, for execution.

8a. Grant Easement	
Description	The participant is required to execute and notarize the easement or facilitate its execution (for non-owned sites).
Customer Activities	Once SCE provides the final easement language for the make-ready infrastructure, the participant is required to grant, or facilitate the granting of new easements for the work. • Sign and notarize easement documents. Return the original signed and notarized easement to SCE within 30 calendar days from the date of receipt. • If participant is not the site owner, have the property owner sign and notarize easement documents.
Documents Required	• Return original signed and notarized easement to SCE following the mailing instructions that will be provided.
SCE Activities	• Prepares easement documents and provides to participant for execution. • Ensures notarized copy is received, follows up as may be necessary. • Once copy of final easement is obtained, initiate recording of the easement.

Participant Grants Easement – More Information:

The participant is required to execute and notarize the easement, or, if participant is not the property owner, ensure that the property owner executes and notarizes the easement. Participant shall return the original signed easement to SCE within 30 calendar days from the date of receipt.

Participants are required to return the original signed and notarized agreement to SCE following the directions provided. The original signed and notarized agreement is needed so that it may be recorded with the appropriate county. Counties will not record copies or PDF documents. The documents are typically returned to SCE via US Mail or courier (FedEx, UPS etc.) to SCE's Real Properties department or to its contract firm (i.e., Spectrum Land Services). Specific mailing instructions will be included with the easement documents when provided to the participant.

Once received, SCE will have the executed easement recorded and filed. SCE cannot move forward with any further construction-related activities until the necessary easements have been granted. Once final easements have been granted, SCE will initiate the plan check and permitting process.

9a. Secure Permits	
Description	SCE will submit its construction plans to the relevant AHJ to secure all necessary reviews, approvals and permits.
Customer Activities	• Sign permit application documents as may be requested by SCE. • Receive and record the information provided by SCE that will be needed to establish a new Service Account.
Documents Required	There may be documents required upon request from AHJ. SCE will communicate accordingly.
SCE Activities	• Submit designs to the AHJ for plan check and permitting. • Send participant any required documents requiring signature. • Communicate any additional documents requested or required by the AHJ. • Provide participant the necessary information to establish a new Service Account.

SCE Secures Permits – More Information:

SCE will submit its construction plans to the relevant AHJ to secure all necessary reviews, approvals and permits for the work it performs.

The participant may be requested to sign permit application documents as may be required by the AHJ. If signatures are required, SCE will work with the participant to obtain and submit.

SCE must obtain all necessary easements and permits before any construction work can commence. After permits are obtained, SCE will provide the participant with the information necessary to establish a new SCE Service Account. Participant should plan to discuss rate options with their SCE Account Manager.

10a. Construct Infrastructure	
Description	SCE will design and construct the necessary equipment on both the utility-side and customer-side of the meter up to the first point of interconnection with the planned location of the participant's charging equipment.
Customer Activities	• Within 15 days of the completed make-ready construction, participants are required to provide SCE with approval of the work performed. • Work with SCE Account Manager to select TOU rate plan and request service turn-on (performed before meter is set).
Documents Required	Participant accepts the Infrastructure work performed by SCE through the program's enrollment portal.
SCE Activities	• After securing permits, initiate construction phase. • Complete the construction phase. • Confirm receipt of infrastructure form.

SCE Constructs Infrastructure – Detailed Description:

SCE will design and construct the utility-side and customer-side infrastructure, which typically includes transformer upgrade (when necessary), service drop, meter panel/socket, circuit panel, conduit, and wires up to the point of first interconnection with participant-purchased charging equipment.

There are generally four phases of construction, which include:

- Phase 1: Construction of the infrastructure on the customer-side of the meter. This is the infrastructure from the new meter panel to the first point of interconnection with the participant's EV charging equipment.
- Phase 2: Construction on the utility-side of the meter, including underground ducts and structures.
- Phase 3: Energizing the site. This will not occur until all hard construction from Phase 1 and Phase 2 are complete. All circuits will be checked for proper voltage up to each make-ready stub.
- Phase 4: Charging equipment installation. Procuring, installing, and maintaining the vehicle charging equipment will always be the responsibility of the participant.

Once SCE completes the installation of infrastructure on the utility-side of the meter and, when applicable, the customer-side make-ready, the participant is required to provide approval of the work within 15 calendar days following receipt of notification.

11a. Install Charging Equipment	
Description	Participants are required to install the vehicle charging equipment following the completion of the utility-side and customer-side of the meter infrastructure work. Post charging equipment installation, submit required documentation to SCE.
Customer Activities	• Obtain EVSE installation permit from AHJ if required by AHJ. • Obtain final invoices for charging equipment installation. • Work with your C-10 licensed and insured contractor to secure permits for installation of the charging equipment. • Ensure installation of equipment within 20 calendar days from completion of the make-ready work. • Have any applicable final inspections performed. • Complete the Charging Equipment Registration Form. • Report any publicly accessible charging equipment to the U.S. Dept of Energy tracking databases.
Documents Required	All documents specified should be scanned for upload to the program's enrollment portal. • A copy of the installation permit and evidence of final inspection. • A copy of the completed Charging Equipment Registration form.
SCE Activities	• Follow up with customer as may be required to address any open questions or obtain any missing information.

Participant Installs Charging Equipment – More Information:

Participants will be required to install the vehicle charging equipment within 20 calendar days from the completion of the make-ready work.

After installation of the charging equipment, any applicable inspection process should take place.

Additionally, the participant is required to report any charging equipment that is publicly accessible to the US Department of Energy's EV Charging Station Locations mapping tool at: **https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC** and registered with the US Department of Energy's Alternative Fuel Data Center at: **https://afdc.energy.gov/stations/#/analyze**. Only one set of information should be reported between the participant and the Charging Equipment Supplier. Participant is responsible for communicating with the charging equipment supplier to determine if they previously reported.

D Design and Build – Customer Builds

Although the Charge Ready program provides the utility-side and customer-side of the meter infrastructure work at low or no-cost to the participant, participants also have the option to design, purchase, build and maintain the customer-side infrastructure work themselves. Participants choosing this option will be responsible for managing and coordinating all related design and construction work. If participants select the self-install option, they will qualify to receive the Make-Ready Rebate which is intended to cover up to 80 percent of the average cost SCE would otherwise incur. The actual rebate amount will be determined by SCE and will not exceed the participant's actual costs. The below, steps 7b-11b outline the activities if, and when the participant elects to perform the customer-side of the meter infrastructure work.

If the participant chooses this option, SCE will still design and install the utility-side infrastructure (from the utility pole to the new meter panel). SCE will also work with the participant to coordinate the customer-side infrastructure work to complete the make-ready interconnection. All participant related construction activities must also comply with the CPUC's Transportation Electrification Safety Requirements Checklist.[10]

7b. Perform Preliminary Site Design Work	
Description	Participants choosing to perform their own customer-side make-ready infrastructure installation are responsible for its design, purchase, construction, and maintenance.
Customer Activities	• Complete the make-ready infrastructure design. • Create a base map and civil plan map, for location of the make-ready and charging equipment. A sample can be found in the Appendix. • Submit a copy of estimated construction costs to SCE. • Provide approval for SCE utility-side infrastructure design.
Documents Required	All documents required for this step should be uploaded to the program's enrollment portal within 90 calendar days of Proof of Procurement approval. • A copy of the base map detailing the make-ready Infrastructure design following the CAD File Requirements. • A copy of the civil plan in PDF file format. • A copy of the E-sheet and load calculations A copy of the estimated construction costs using the Participant Installed Make-Ready Cost Breakdown Worksheet. • Accept the preliminary design provided by SCE for the utility-side infrastructure (approve through the enrollment portal).
SCE Activities	• After receiving participant's plans, review to ensure completeness. • Design utility-side infrastructure. • Provide participant with utility-side infrastructure design. • Confirm participant's approval was received.

10 The CPUC's Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs can be accessed at **https://www.sce.com/sites/default/files/evcharging/7-%20Safety%20Requirements%20Checklist.pdf**.

Participant Performs Preliminary Site Design Work – More Information:

Participants selecting to install the customer-side make-ready infrastructure will be required to design, purchase, construct and maintain the Infrastructure and are required to follow applicable ADA requirements and guidelines set forth by the AHJ.

Participants will need to create a base map and civil plan (map) following the CAD file requirements, for both the location of the customer-side make-ready and the location of the charging equipment. They should also provide a copy of the E-Sheet and load calculations and a copy of the estimated construction costs using the "Participant Installed Make-Ready Cost Breakdown Worksheet". All documents should be uploaded to the program's enrollment portal within 90 calendar days of Proof of Procurement approval.

SCE will then draft and share its preliminary utility-side infrastructure design with the participant. The participant will be required to submit approval within 10 calendar days before SCE can move forward with construction.

8b. Grant Easement	
Description	The SCE team will draft the legal description to be used for the utility-side infrastructure easement.
Customer Activities	• Receive, sign, and notarize easement documents. • Return the original signed and notarized easement to SCE within 30 calendar days from the date of receipt. • If participant is not the site owner, have the property owner sign and notarize easement documents and follow the steps above.
Documents Required	• Return original signed and notarized easement to SCE following the mailing instructions that will be provided.
SCE Activities	• Provide participant with final utility-side easement language. • Follow up with participant to ensure easements are received and granted. • Once copy of final easement is obtained, initiate recording of the easement.

Participant Grants Easement, or facilitates Granting of Easement – More Information:

The SCE team will leverage the participant's design work to draft the legal description to be used for the utility-side infrastructure easement. This easement is required for any utility-side infrastructure that occurs on private property.

The participant is required to execute and notarize the easement, or, if participant is not the property owner, ensure that the property owner executes and notarizes the easement. Participant shall return the original signed easement to SCE within 30 calendar days from the date of receipt.

Participants are required to return the originally signed and notarized agreement to SCE. The original signed and notarized agreement is needed so that it may be recorded with the appropriate county. Counties will not record copies or PDF documents. The documents are typically returned to SCE via U.S. Mail or courier (FedEx, UPS etc.) to SCE's Real Properties department or to one of their contract firms (i.e., Spectrum Land Services). Specific mailing instructions will be included with the easement documents when provided to the participant.

Once received, SCE will have the executed easement recorded and filed. SCE cannot move forward with any further construction-related activities until the necessary easements have been granted. Once final easements have been granted, SCE will initiate the plan check and permitting process for the utility-side infrastructure work.

9b. Secure Permits	
Description	Participant is required to submit their construction plans to the relevant AHJ to secure all reviews, approvals and permits.
Customer Activities	• Initiate permitting process. • Obtain necessary permits. • Receive and record the information received from SCE that will be needed to establish a new Service Account.
Documents Required	Any documents that may be required by the Authority Having Jurisdiction (AHJ).
SCE Activities	• Provide participant with support as may be necessary. • SCE will secure any permits relevant to the construction of the utility-side infrastructure. • Provide participant the necessary information to establish a new Service Account (address and other relevant information related to the new service).

Participant Secures Permits – More Information

When the participant chooses to perform the customer-side of the meter infrastructure work, they will be required to submit their construction plans to the relevant AHJ (e.g., City, County, Fire, Division of State Architect, etc.) to secure all necessary reviews, approvals and permits. SCE will not be responsible for obtaining any permits for the customer-side infrastructure work.

SCE will however secure any permits necessary for the utility-side infrastructure work.

During this phase, SCE can also provide the participant with the information necessary to establish a new SCE Service Account.

10b. Construct Infrastructure	
Description	Participant will be responsible for managing and coordinating all customer-side infrastructure related installation work and complying with labor and safety requirements.
Customer Activities	• Schedule a pre-construction meeting with SCE and provide a detailed construction schedule. • Purchase equipment and manage all infrastructure work. • Ensure installation contractor is C-10 state licensed, EVITP certified and using IBEW signatory labor. • Review and ensure compliance with the CPUC's Transportation Electrification Safety Requirements Checklist. • Post-installation - ensure final inspection process is complete. • Post-installation - create a final "as-built" map. • Post-installation - complete the "Testament of Compliance with the Safety Requirements Checklist". Work with SCE Account Manager to select TOU rate plan and request service turn-on (new account activation).
Documents Required	Following construction, upload copies of the following documents through the program's enrollment portal: • Evidence of final inspection. • A copy of the final as-built map. • A signed copy of the Testament of Compliance with the Safety Requirements Checklist
SCE Activities	• Notify participant when utility-side infrastructure work is complete. • Attend the participant's scheduled pre-construction meeting. • Energize site once participant has completed construction and received all necessary AHJ approvals. • Activate new Service Account upon participant's request

Participant Constructs Infrastructure – More Information

Participants will be responsible for managing and coordinating all related customer-side make-ready infrastructure design and installation work. Once the construction plans have been finalized, participants are required to email a copy of the detailed construction schedule to SCE at **tepmchargeready@sce.com**.

All construction of the customer-side of the meter infrastructure must be performed by state licensed and insured contractors' holding a valid C-10 contractor's license. Participants are required to ensure all contractors performing this work are using International Brotherhood of Electrical Workers (IBEW)-signatory labor, and Electric Vehicle Infrastructure Training Program (EVITP) certified. Participants will be responsible to ensure compliance with these requirements.

The participant activities in this step of the process include:

- Scheduling a preconstruction meeting with SCE and providing a detailed construction schedule.
- Procuring equipment.
- Managing and coordinating all customer-side of the meter infrastructure work.
- Ensuring contractors compliance with electrician training (EVITP) certification.

- Ensuring compliance with the CPUC's Transportation Electrification Safety Requirements Checklist.
- Post installation, ensuring final inspection process is complete.
- Uploading required documents through the enrollment portal.
- Working with SCE Account Manager to select TOU rate plan and request a service turn-on (new service account activation).

If the AHJ does not provide a formal inspection process, the participant must hire a licensed third-party inspection firm to inspect and approve the installation. The third-party inspection must perform all inspections that would typically be handled by a building and safety inspector.

Following or concurrent with installation of the make-ready infrastructure, but no later than 20 days beyond the completion of the make-ready work, the participant is required to complete the installation of the charging equipment.

11b. Install Charging Equipment	
Description	Participants are required to install the vehicle charging equipment following the completion of the utility-side and customer-side infrastructure work. Following the installation of the EV charging equipment, participants are required to submit documentation to SCE.
Customer Activities	• Obtain final invoices for charging equipment installation. • Work with your contractor as may be necessary to secure permits for installation of the charging equipment. • Ensure installation of equipment within 20 calendar days from completion of the make-ready work. • Complete any applicable final inspections. • Complete the Charging Equipment Registration Form. • Report any publicly accessible charging equipment to the US Dept of Energy tracking databases.
Documents Required	The documents specified above will be updated to the enrollment portal during the incentive request process.
SCE Activities	• Follow up with customer as may be required to address any open questions or obtain any missing information.

Participant Installs the Charging Equipment – More Information

Participants will be required to install the vehicle charging equipment within 20 calendar days from the completion of the utility-side and customer-side of the meter infrastructure work.

Following the completed installation of the charging equipment, any applicable inspection process should take place.

Additionally, the participant is required to report any charging equipment that is publicly accessible to the U.S. Department of Energy's EV Charging Station Locations mapping tool at: **https://www.afdc.energy.gov/fuels/electricity_locations.html#/find/nearest?fuel=ELEC** and registered with the U.S. Department of Energy's Alternative Fuel Data Center at: **https://afdc.energy.gov/stations/#/analyze**. Only one set of information should be reported between the Participant and the charging equipment supplier. Participant is responsible for communicating with the charging equipment supplier to determine if they previously reported.

E Incentive Request

At this step in the process the participant will initiate the activities required for SCE to issue the applicable rebates.

Following the completed installation of the vehicle charging equipment and submission of the required documentation, SCE will verify and initiate the rebate payment process.

12. Submit Incentive Request	
Description	The incentive request is initiated by the participant following the completed installation of the charging equipment. Initiate the incentive request through the enrollment portal and upload the required documentation.
Customer Activities	• If participant is eligible for the Charging Equipment Rebate, the self-installed Customer-Side Make-Ready Rebate, or the Maintenance and Networking Rebate, following the installation of the charging equipment, initiate the incentive request through the enrollment portal. • Upload the required documents.
Documents Required	**For the Charging Equipment Rebate:** • A copy of the installation permit and evidence of final inspection. • A copy of the final charging equipment purchase invoice. • A copy of the charging equipment installation invoice if not included on the equipment purchase invoice (in all cases the equipment purchase price should be broken out from the installation costs). • A copy of the completed Third-Party Funding Attestation form. • A copy of the completed Charging Equipment Registration form. **For the Participant Installed Customer-Side Make-Ready Rebate** (covering the infrastructure from the new meter panel to the interconnection point for the charging equipment): • Submit a copy of the final infrastructure costs. • Submit evidence of permit sign-off/final inspection. • A copy of the completed Third-Party Funding Attestation form. **For the Maintenance and Networking Rebate Option** • Submit a copy of the invoice for the maintenance and networking costs/contracts and include the duration of coverage. • If the initial contract does not cover the full 10-year commitment period, submit copies of any subsequently paid invoices or sales receipts applicable during the commitment period, and each includes the duration of additional coverage periods.
SCE Activities	• Receive incentive request and review documentation for completeness. • If incomplete, follow-up with the participant as may be necessary.

Participant Submits the Incentive Request – More Information

At this stage, the participant submits their incentive request through the enrollment portal. The rebate payment will be processed by SCE after receiving any required documentation and verifying the operational status of the charging equipment. There are three different rebate options. These include:

1. **Charging Equipment Rebate**
   The only charging equipment eligible for rebate will be listed on SCE's **Approved Product List** (APL). The actual rebate amount paid to the rebate-eligible participant may be reduced to ensure that when combined with any other third-party rebates or incentives, the total rebate does not exceed the total equipment purchase costs. Costs not related to the EV charging station equipment or installation of said EV Charging equipment are not rebate eligible. These types of costs include, but are not limited to, taxes, shipping, networking, and maintenance costs. Specific costs are subject to SCE review.

   Following the completion of the charging equipment installation, participants are required to provide copies of the documents specified above.

2. **Customer-Side Make-Ready Rebate**
   Participants who chose to self-install the customer-side make-ready infrastructure will qualify to receive a rebate which will be the lesser of: (a) 80 percent of the participant's actual installation cost or (b) 80 percent of the estimated average utility direct cost for installing the customer-side make-ready infrastructure for the relevant sector.

   Participants are required to provide the final construction costs, using the Participant Installed Make-Ready Cost Breakdown Worksheet. This worksheet is intended to capture the final costs broken down by design & engineering, permitting and construction.

3. **The Maintenance and Networking Rebate**
   This rebate option is ONLY available to multi-family property sites located in a designated top quartile DAC and chose not to participate in the Turn-key Installation option (program option 3), and instead would prefer to own and operate the charging equipment. The rebate provides a one-time payment intended to offset the maintenance and networking fees associated with owning and operating L2 charging equipment. This one-time rebate is intended to cover most of the costs associated with 10 years of operation.

   Rebate Assignment: Participants are required to complete the rebate assignment section for the incentive request to designate who the incentives will be paid to.

   Participants will also be required to include information from their IRS form W9, and/or CA 590, as may be applicable. The rebate assignment section and tax related information collected are used by SCE to process and remit the rebate payments.

13. Verify Charging Equipment Installation	
Description	SCE verifies installation. After SCE is notified, the work is complete (triggered by the participant's submission of the incentive request), and the required documentation has been uploaded, SCE will verify the new service account was activated and will move forward with performing a final verification of the installation.
Customer Activities	• If requested, assist SCE with scheduling the requested date to conduct a physical site visit.
Documents Required	None.
SCE Activities	• After incentive request documentation received, work with participant as may be necessary to schedule and perform site installation verification. • Complete verification of equipment installation.

SCE Verifies Charging Equipment Installation – More Information

After the participant notifies SCE of the completed installation by completing the online incentive request and submitting the required documentation through the enrollment portal, SCE may perform a final site inspection.

SCE will perform site inspections for all sites where SCE performed the make-ready installation work. For those sites where the participant performed self-installation of the customer-side make-ready, site inspection is at the program team's discretion. The inspection will primarily involve verifying the charging equipment has been successfully installed and is operational. This will also include ensuring the installed equipment matches the make, models, and counts specified on the invoice, and that the units are energized.

If the participant had also chosen to install the customer-side make-ready infrastructure, SCE may also verify the information included in the as-built map prior to issuing the Customer-Side Make-Ready Rebate.

14. Review Documentation and Issue Rebates	
Description	Following the site visit (if applicable) and final review of **ALL** required documentation, SCE will initiate processing the rebate for remittance to the assigned designee.
Customer Activities	None.
Documents Required	None.
SCE Activities	• Complete final review of documentation to ensure completeness. • Issue rebate check.

SCE Reviews Documentation and Issues Rebate – More Information

The rebate payment will be processed by SCE after final review of the required documentation and verification of the operational status of the charging equipment.

Once rebates are processed, a single rebate check will be issued for the sum of all rebates the participant qualifies to receive, payable to the participant without the ability for the participant to designate an alternate recipient. If the participant is to only receive the Charging Equipment Rebate, the participant will have the option to assign an alternate (eligible) payee.

F Compliance Verification

Participants are required to adhere to all program requirements. SCE will verify three specific commitments in an on-going manner, to ensure compliance with these commitments. These include compliance with responding to SCE surveys (related to your participation in this program), compliance with commitment to provide SCE with port level data and other information, and compliance with the 10-year commitment to maintain and operate charging equipment.

15. Complete Program Survey(s)	
Description	Participants MAY be provided with program related information request(s) and/or surveys at various times throughout the duration of the program.
Customer Activities	Participate to any survey requests and respond in a timely manner.
Documents Required	Provides responses as requested. These may be received in electronic or paper format.
SCE Activities	Develop surveys, distribute, process responses and follow-up as may be necessary.

As a provision of participation in the Charge Ready Program, SCE requires that participants provide timely responses to surveys and other data requests which will assist with program evaluation and improvement initiatives.

16. Monitor Monthly Reporting	
Description	Participants must provide, or have their network services provider provide, charging equipment usage and other related data to SCE.
Customer Activities	The customer, or their network services provider, must provide SCE with port level usage and other related data in the form, format and frequency specified by SCE.
Documents Required	Must provide, or direct network service provider to provide usage and other data conforming to SCE's requirements.
SCE Activities	• Provide ongoing monitoring for each site. • Follow up with participant as may be necessary.

All participants must contract with a third party that provides EV charging network services to provide network communications and data management services. Participants will be responsible for any costs associated with such services.

Participants and/or their network services provider must provide SCE with usage and other port level data as specified by SCE. The documents outlining these data requirements include:

- Charging Equipment Usage Data Monthly Report Instructions
- Data Portal Interval Template
- Data Portal Session Data Template

Participants or their network services providers must electronically transmit the required information monthly to SCE for charging equipment deployed under this program. Aggregated data (not attributable to any specific participant's site) will be made publicly available as part of SCE's reporting to the CPUC and various industry stakeholders and will be used to identify load management opportunities and enhance vehicle-grid integration for future utility initiatives.

17. Verify Charging Equipment Remains Operational	
Description	The participant is required, at its own expense, to operate and maintain the equipment in good working order at the originally installed location for 10 years.
Customer Activities	• Maintain the charging equipment in good working order for a minimum of 10 years. • Repair or replace malfunctioning charging equipment as may be necessary.
Documents Required	None.
SCE Activities	• Ongoing monitoring of each site. • Follow up with participant as may be necessary.

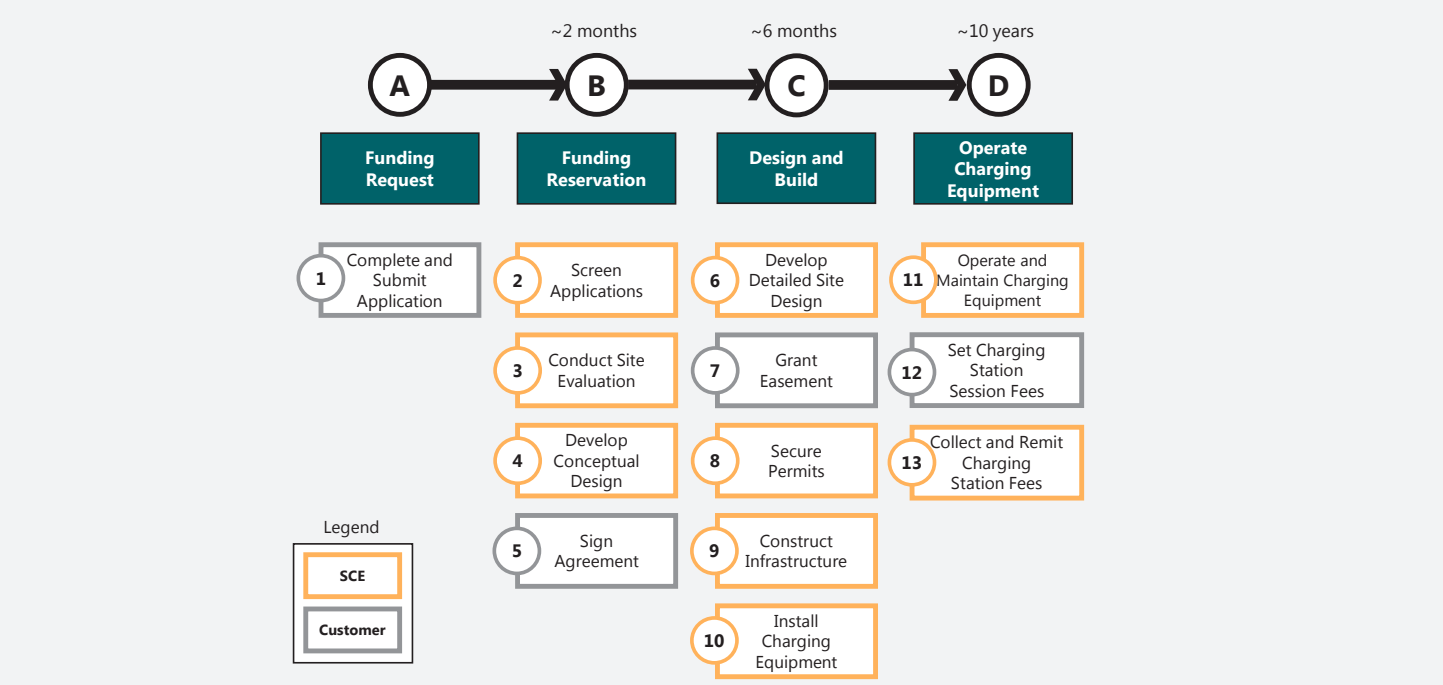
The participant is required, at its own expense, to operate and maintain charging equipment in good working order at the originally installed location for at least 10 years. Within this timeframe, participants may upgrade or

replace their equipment at any time with a qualified replacement provided that the participant is responsible for all associated costs, and the new equipment is operated and maintained for the remainder of the commitment period.

End of Detailed Program Activities for the Charging Infrastructure and Rebate Program

Turn-Key Installation Option –
ONLY AVAILABLE TO Multi-Family Housing Sites Located in a Designated Disadvantaged Community

Process Diagram: Turn-Key Installation Option



The Turn-key Installation option is **ONLY available to residential multi-family property sites** located in a designated top quartile **DAC**. This program option is limited to a total of 2,500 ports.[11]

SCE will:

- Design, install, operate, and maintain the make-ready (pole to charging equipment) infrastructure.
- Select, purchase, and install L2 charging equipment.
- Contract directly with services providers to establish and maintain network communications.
- Operate and maintain the charging equipment for a 10-year duration.
- Collect any revenues from charging station users and remit payments to the participant.

Qualifying participants choosing this option will determine the pricing associated with the use of the charging equipment and will be responsible for the associated electricity charges.

Please note: The Turn-Key Installation Program is now fully subscribed. Multi-family housing properties located in a designated qualifying disadvantaged communities can apply for the Charging Infrastructure and Rebate Program and will be eligible for an additional Maintenance & Networking Rebate to help cover the cost of purchasing and managing the EV charging equipment.

11 The 2,500-port cap is determined based on the combined number of ports installed under the Turn-key installation option and those ports qualifying to receive the maintenance and networking rebate.

A Funding Request

1. Complete and Submit Program Enrollment Application	
Description	The online application can be accessed through the **online program enrollment portal** This is the project submission phase, also referred to as the project funding request.
Customer Activities	• Complete the online application which is accessible through the program enrollment portal. • Create a site plan annotated with preferred location(s) of the charging equipment and submit with your application.
Documents Required	Upload a copy of the site plan in PDF file format through the program enrollment portal.
SCE Activities	None

Program Enrollment Application - Site Plan Instructions

A site plan will need to be submitted with the applicants completed application. This plan is intended to provide an aerial view of the property and should include annotations to indicate the preferred location for the charging equipment. The site plan should reveal building footprints, roads, parking areas and other above ground structures notated. The plan may be an engineered drawing or may just be a satellite image with notes.

The site plan will need to be uploaded through the program enrollment portal during the completion of the online application.

Helpful Tip: Ideal location for charging equipment:

- Select a location that is near the electric facilities currently serving the site (this can help to lower infrastructure installation costs).
- Be as close as possible to the existing transformer (if enough capacity) or to a new transformer (if needed to serve the EV charging load).
- Charging equipment should be grouped in a single location (e.g., the same floor of a parking depot).
- Allow adequate space for the installation and operation, in compliance with all applicable laws, rules, and regulations.
- Determine a convenient location for vehicle parking while they will be charging (for both short and long dwell times).
- Consider how vehicles move through the site, and how to prevent the charging location from impeding through-traffic.
- Consider locations where adequate parking exists to serve the number of vehicles that may be routinely charged.
- Consider vehicle charging needs beyond the initial deployment to take into account any future construction or expansion.
- Consider the configuration of charging stations themselves. Will they be overhead systems, conventional pedestal mounted; wall mounted; in-ground; etc.
- A site plan job aid can be found **here**.

B Funding Reservation

2. SCE Screens Application	
Description	Several factors will help SCE to determine project eligibility. SCE will screen all incoming applications to determine eligibility.
Customer Activities	Respond to any application related inquiries received from SCE.
Documents Required	None.
SCE Activities	• Review application for completeness. • Review submission and reach out to applicant to obtain any additional information that may be needed. • Determine initial program eligibility. • Initiate the Account Management Support process. • Notify applicant of SCE's determination (email communication).

SCE will evaluate each application received. Some of the criteria SCE will use to determine qualification for program participation include, but are not limited to:

- The applicant's qualification for the program selected.
- A site's geographic location and categorization (site type priority).
- The number of charging ports requested.
- The number of applications submitted by the same entity for multiple sites.
- Alignment with certain goals established by the CPUC.
- The level of remaining program funds.

If SCE determines the project can move forward to the next step in the evaluation process (based on the information provided in the application), SCE will schedule a physical site visit to further evaluate the existing and planned electrical infrastructure, discuss the project with the applicant and develop a conceptual infrastructure design (conceptual design).

3. Conduct Site Evaluation	
Description	After reviewing and evaluating the application, SCE will continue through the evaluation process to schedule and perform a site assessment. This step is necessary for SCE to collect the information needed to develop a conceptual infrastructure design.
Customer Activities	• Participate with SCE in the site visit. • Ensure the appropriate individual(s) representing the applicant, typically someone familiar with the site and the planned installation of the charging equipment can participate in the site job-walk. • Notify SCE of any other infrastructure projects that may be planned or underway at the site.
Documents Required	None.
SCE Activities	Perform site assessment, collect necessary information to develop a conceptual infrastructure design.

Conduct Site Evaluation – Detailed Description

Applicants may be requested to participate in the site evaluation activity. SCE may request that someone familiar with the site and the proposed project, typically the site or property manager, participate in the on-site job-walk to discuss the project and desired location for the charging equipment.

SCE's team will leverage the site plans, sketches, and drawings provided by the applicant to assist with the planning and design activities. The SCE team is typically comprised of a T&D infrastructure Project Manager, an engineer from one of SCE's design firms that performs the customer-side of the meter infrastructure design work, and a SCE field inspector that is able to assess and evaluate the existing distribution facilities that are at or near the site.

During the visit, the SCE team will lay the groundwork for developing a conceptual infrastructure design. This includes identifying where SCE will bring in power; where the charging equipment will be located; visually laying out the footprint of the planned location for the equipment; looking at and evaluating the area where the vehicles are going to charge; and developing a physical infrastructure layout. SCE will also evaluate the existing distribution infrastructure and the site's existing service connection.

Applicants are responsible for notifying SCE of any other infrastructure projects that are planned or underway at the site. Any infrastructure projects could potentially impact the designs provided by SCE. If the applicant is not the site owner, the applicant will need to communicate with the site owner to verify and share the information with SCE.

During the site visit, SCE representatives may determine that the applicant's proposed location for the installation of infrastructure would be more costly than other alternatives identified by SCE. The applicant and SCE will discuss in good faith appropriate alternate locations for a more cost-effective installation.

4. Develop Conceptual Design	
Description	If during the site assessment the proposed project meets program criteria, and if SCE determines the project can still potentially move forward, SCE will draft a conceptual design.
Customer Activities	• Review and approve the conceptual design for the project if SCE provides one. • Reach agreement on an alternate potential layout if the applicant does not approve the design. • The applicant should". Change to "Review SCE's standard easement language, AND if not the property owner, ensure the property owner has also reviewed.
Documents Required	None. The conceptual design should be approved through the enrollment portal.
SCE Activities	• Confirm with the applicant any other site infrastructure projects that are planned or underway. • Develop a conceptual infrastructure design for the site. • Prepare high level costs estimates for the utility-side and customer-side infrastructure, and charging equipment purchase and installation. • If the proposed project meets program criteria, cost thresholds, and other considerations, SCE will provide the conceptual design exhibit to the applicant for approval. • Receive applicant's approval of the conceptual infrastructure design. • If the project costs exceed established parameters, notify the applicant.

SCE Completes the Conceptual Design – More Information

The conceptual design will be completed after SCE performs the initial site assessment and determines that the project may move forward for final consideration.

SCE will utilize the information collected during the site visit (photographs, sketches, measurements, notes, and any additional information that may have been provided by the applicant or its representative), combined with additional off-site due diligence activities (i.e., engaging the local AHJ, City, County, Fire, Division of State Architect, etc.) regarding permitting requirements, ensuring there are no environmental issues associated with the construction area, etc.) in order to draft the initial design for the project.

SCE will determine if the project meets program criteria. If it does not meet those criteria, SCE will notify the applicant.

If the proposed project meets program criteria SCE will provide the design exhibit to the applicant for approval. The applicant will be requested to accept and approve the design within 10 calendar days of receipt, through the enrollment portal. If the applicant does not approve the design, the applicant must work with SCE to reach agreement on alternate potential layout or withdraw its application.

Applicants should also review the **Sample Grant Easement** document to better understand how the project easement document(s) will be structured. If the applicant is not the site owner, the applicant should share the sample Grant Easement with the owner.

5. Sign Agreement	
Description	Following the customer's approval of SCE's conceptual design, and if SCE approves the project to move forward, the customer will be presented with a Program Participation Agreement. Once the agreement is executed, project funds will be reserved.
Customer Activities	Receive, review and sign (electronic signature) the Program Participation Agreement that will be available through the enrollment portal.
Documents Required	Signed Program Participation Agreement.
SCE Activities	• Prepare and issue the Program Participation Agreement. • Upon receipt of customer signature, execute the Agreement and reserve project funds.

Sign Agreement – Detailed Description

Following the applicant's approval of the conceptual designs provided by SCE, and SCE's decision to approve the project, the applicant will be presented with a Participation Agreement (agreement).

The applicant may choose to withdraw its application or cancel any further participation in this program upon providing notice to SCE at any time prior to submission of a signed agreement. Once an agreement is signed by the applicant, and executed by SCE, program funds will be reserved, and the program applicant's status moves to participant.

C Design and Build – SCE Builds Make-Ready Infrastructure and Installs the Charging Equipment

For all infrastructure installed by SCE, the amount and extent of equipment to be installed will also consider any future construction or expansion plans for the site.

6. Develop Detailed Site Design	
Description	Following the execution of an agreement, SCE will commence with drafting detailed preliminary design plans.
Customer Activities	• Work with SCE to schedule and participate in another site visit required to collect information which will help with developing the detailed design work. • Review and approve the detail design within 10 calendar days.
Documents Required	Customer to approve the preliminary design through the enrollment portal.
SCE Activities	• Schedule/coordinate the site visit to start the detailed preliminary design work. • Develop preliminary design and present to the participant. • Receive preliminary design approval from participant through the enrollment portal.

Develop Detailed Site Design – Detailed Description

To build on the recently developed conceptual design, SCE will send a survey crew to the project site to gather more detailed information needed to develop a technical site design (also referred to as the preliminary design). The survey crew will take more detailed measurements and perform activities, such as identifying any existing underground utilities or infrastructure that may impact the planned build location. The team will then create a base map that will include the specific location of the charging equipment infrastructure.

SCE team members will leverage site drawings, maps and files and incorporate any other required design elements such as ADA requirements and potential guidelines set forth by the AHJ to create a digital civil plan map for the site.

These activities will result in the development of a preliminary design, which will typically match the conceptual design originally presented to the participant. In some cases, modifications to the design might be necessary. If, for example, during the site visit SCE's survey crew finds underground obstructions by using ground penetrating radar, relocation of some infrastructure indicated on the design would be required. Another example might include proposed changes that arise in discussions with reviewing the designs with the AHJ, which could lead to either small or significant changes from the original planned lay-out. Any of these types of changes will be reflected in the revised designs. Any significant changes deviating from the design originally presented conceptual design will be discussed with the participant.

The participant will complete their review and approval of the preliminary design no later than 10 calendar days following receipt. Approval can be provided during the meeting or through the program's enrollment portal. SCE cannot move forward with any further construction-related activities until the participant's approval is received.

After receiving approval of the preliminary design, SCE will finalize the plans and submit them to the AHJ for plan check and permitting. SCE may be required to make minor changes to the participant-approved preliminary designs based on any potential feedback and/or required changes received by the AHJ. If the changes required are significant, they will be discussed with and agreed to by the participant. If the changes are not significant, SCE will incorporate them into the drawings. Once changes to the design are finalized, it will become the final design. SCE will prepare the legal description for the easement based on the final design. Easement documents will then be provided to the participant and/or the property owner, if different, for execution.

7. Grant Easement	
Description	The participant is required to execute and notarize the easement or facilitate its execution (for non-owned sites).
Customer Activities	• Sign and notarize easement documents. • Return the original signed and notarized easement to SCE within 30 calendar days from the date of receipt. • If participant is not the site owner, have the property owner sign and notarize easement documents.
Documents Required	Return original signed and notarized easement to SCE following the mailing instructions that will be provided.
SCE Activities	• Prepares easement documents and provides to participant for execution. • Ensure notarized copy is received. Follow-up as may be necessary • Once copy of final easement is obtained, initiate recording of easement.

Participant Grants Easement – Detailed Description

The participant is required to execute and notarize the easement, or, if participant is not the property owner, ensure that the property owner executes and notarizes the easement. Participant shall return the original signed easement to SCE within 30 calendar days from the date of receipt.

Participants are required to return the original signed and notarized agreement to SCE following the directions provided. The original signed and notarized agreement is needed so that it may be recorded with the appropriate county. Counties will not record copies or PDF documents. The documents are typically returned to SCE via US Mail or courier (FedEx, UPS etc.) to SCE's Real Properties department or to its contract firm (i.e., Spectrum Land Services). Specific mailing instructions will be included with the easement documents when provided to the participant.

Once received, SCE will have the executed easement recorded and filed. SCE cannot move forward with any further construction-related activities until the necessary easements have been granted. Once final easements have been granted, SCE will initiate the plan check and permitting process.

8. Secure Permits	
Description	SCE will submit its construction plans to the relevant AHJ to secure all necessary reviews, approvals and permits.
Customer Activities	Sign permit application documents as may be requested by SCE.
Documents Required	Any upon request from AHJ, as may be required.
SCE Activities	• Submit designs to the AHJ for plan check and permitting. • Send participant any documents requiring signature. • Provide participant the necessary information to establish a new Service Account.

SCE Secures Permits - Detailed Description

SCE will submit its construction plans to the relevant AHJ to secure all necessary reviews, approvals and permits for the work it performs.

The participant may be requested to sign permit application documents as may be required by the AHJ. If signatures are required, SCE will work with the participant to obtain and submit.

SCE must obtain all necessary easements and permits before any construction work can commence. After permits are obtained, SCE will provide the participant with the information necessary to establish a new SCE Service Account. Participant should plan to discuss rate options with their SCE account representative.

9. Construct Infrastructure	
Description	SCE will construct and install the make-ready infrastructure.
Customer Activities	Work with SCE Account Manager to select TOU rate plan and request service turn-on (performed before meter is set).
Documents Required	None.
SCE Activities	• After securing permits, initiate construction phase. • Complete the construction phase. • Activate new Service Account upon participant's request.

SCE Constructs Infrastructure – Detailed Description

SCE will construct all utility-side and customer-side infrastructure (also referred to as make-ready) from the pole to the connection point for the charging equipment. This typically includes transformer upgrade (when necessary), service drop, meter panel/socket, circuit panel, conduit, and wires.

10. Install Charging Equipment	
Description	SCE will install the vehicle charging equipment following the completion of the utility-side and customer-side infrastructure work.
Customer Activities	None.
Documents Required	None.
SCE Activities	• Coordinate final inspections. • Report and list charging equipment to the U.S. Department of Energy's EV Charging Station Locations mapping tool and register with the U.S. Department of Energy's Alternative Fuel Data Center.

D Operate Charging Equipment

A unique feature of the Turn-key Installation option includes SCE installing and maintaining the charging equipment for up to 10 years.

11. Operate and Maintain Charging Equipment	
Description	SCE will be responsible for the continued operation and maintenance of the installed infrastructure and charging equipment.
Customer Activities	None.
Documents Required	None.
SCE Activities	• Maintain equipment. • Establish and maintain network services. • Address any equipment malfunctions. • Repair or replace equipment as may be necessary. • Collect usage and other charging station data.

12. Determine Charging Station Session Fees	
Description	The participant will decide, with SCE assistance, the charging station fees charged to drivers.
Customer Activities	• Work with SCE to determine pricing. • Work with SCE on establishing approach for demand response participation.
Documents Required	None.
SCE Activities	• Work with customer to establish pricing. • Assist with establishing parameters for demand response participation.

13. Collect and Remit Charging Station Session Fees	
Description	SCE will facilitate the collection of fees from those using the charging equipment and the remittance of the collected fees to the site-host participant.
Customer Activities	• Work with SCE to determine remittance process. • Pay the electricity chargers associated with the EV charging equipment.
Documents Required	None.
SCE Activities	• Facilitate the collection of station fees. • Establish remittance process with participant. • Facilitate the remittance of fees to site participant.

Following the charging equipment's installation, and for the duration of the 10-year commitment period, participants MAY be presented with program-related surveys and other potential information request(s). SCE requests that participants provide timely responses to these surveys and other data requests which will assist with program evaluation and improvement initiatives.

At the end of the 10-year commitment period, SCE will work with the site host to determine if they may choose to take over ownership and operation of the equipment.

GLOSSARY OF TERMS

Account Manager: An SCE employee in the BCD organization serving as the SCE liaison for business customers. Each Account Manager is typically assigned as an account representative for a particular industry segment (i.e., government, hospitals, schools, etc.)

AHJ (Authority Having Jurisdiction): the responsible government entity having geographically based jurisdiction that typically approves, inspects and permits construction projects (e.g., City, County, Fire, Division of State Architect, etc.)

APL: see Approved Product List

Approved Product List: Also referred to as the APL, the list of charging equipment approved by SCE and meeting SCE's technical requirements. Eligible Participants must select charging equipment from the APL in order to participant in this program. SCE does not provide any expressed, implied or prospective warranty, including any warranty of merchantability or fitness for any particular use or application, of any EV charging equipment. The APL can be found at **www.sce.com/APL**. SCE reserves the right to modify the list at any time.

As-Built Map: Construction drawings created by the contractor and submitted by the Participant at the completion of construction detailing any field approved revisions to the self-installed customer-side make-ready infrastructure. The final as-built map (in PDF file format) is required for submission if the customer chooses to perform the customer side of the meter make-ready work.

Base Map: The Base Map is to be prepared in CAD format from a detailed site survey. It is an overhead view of the project site that includes property lines, streets, curb and sidewalk, above ground structures and building footprints, existing underground utilities and obstructions, and the desired location of planned EV charging equipment. Submission of a Base Map is required if the Participant chooses to perform the customer side of the meter make-ready work.

CAD File Requirements: The Base Map is to be created in AutoCAD 2009 or earlier format without cross-reference drawings (XREFs). SCE's CAD file requirements can be found at **here**.

Charging Equipment – EV Charging Station: EV Charging Equipment interconnects with the electricity grid at a charging site to an electric vehicle, whether using alternating current (AC) or direct current (DC). An individual charging station unit may contain one or more charging ports for the purpose of connecting the electric vehicle to a grid connected power source capable of recharging the vehicle's battery pack. The individual connectors of the Charging Station are referred to as ports. Each charging station may charge one or more vehicles depending on the number of ports with which each unit is equipped. For both single and dual-port stations, power cannot be throttled during non-DR events and each port must be able to deliver full power to both vehicles that are charging simultaneously. For example, a dual-port L2 station rated at 7.2kW must be able to deliver 7.2kW of power to both vehicles when two vehicles are charging simultaneously.

Charging Equipment Approved Product List: See Approved Product List.

Charging Equipment Rebate: Financial reimbursement paid to eligible Participant, or its designee, intended to offset costs associated with the purchase and installation of SCE-approved Charging Equipment.

Charging Equipment Registration Form: A form the Charging Equipment Installer can provide showing the subject Charging equipment serial numbers and other pertinent station data.

Charging Station: See Charging Equipment

Civil Plan: Engineered site drawings detailing existing site structures, roads, curb face, utilities etc. Typically, the civil plan is produced using the base map as the existing site / site infrastructure, with the new improvements drawn in and labeled as either 'future' or 'proposed'. The civil plan should be saved in a PDF file format and is required for submission if the participant chooses to perform the customer-side of the meter make-ready work. A sample civil plan can be found **here**.

Conceptual Design: Map and related documents, as applicable, that show the proposed layout of the infrastructure and charging equipment, including but not limited to, conduit routing and equipment placement. The conceptual design is high level and will be completed prior to execution of the Agreement and will be further refined after funds are reserved.

CPUC (California Public Utilities Commission): The California state regulatory agency that is responsible for regulating privately owned electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

CPUC's Transportation Electrification Safety Requirements Checklist: The Safety Requirements Checklist applies to CPUC-Approved Transportation Electrification Programs and can be downloaded from: **https://www.cpuc.ca.gov/-/media/cpuc-website/files/legacyfiles/s/6442458882-safety-requirements-checklist-final-draft-.pdf**.

CED (Customer Engagement Division): The Customer Engagement Division (CED) of Customer Service is the primary contact for SCE's business customers and serves as their Trusted Energy Advisor by meeting the energy-related needs of the various business, government and agricultural customers.

Customer-Side Make-Ready Infrastructure: The infrastructure that includes all infrastructure on the customer-side of the meter, from the new panel included in the completed utility-side infrastructure work, up to the first point of interconnection with the customer's EV charging equipment.

DAC: See Disadvantaged Community.

DCFC (Direct Current Fast Charging): Charging equipment that provide a high-power DC current, and for this program at least 50 kW, to the electric vehicle's battery without passing through any onboard AC/DC converter, which means the current is connected directly to the battery.

Demand Response (DR): DR programs encourage a reduction of electricity use during certain time periods, typically during on-peak hours or when demand for electricity is high, and/or can provide incentives to use electricity during periods of excess generation or when demand for electricity is lower.

Disadvantaged Community - (DAC): Census tracts in SCE's service territory with a top quartile score according to California Environmental Protection Agency's California Communities Environmental Health Screening Tool. SCE will leverage the current applicable version of the CalEnviroScreen tool to verify site status. The CalEnviroScreen was released by the Office of Environmental Health Hazard Assessment (OEHHA), on behalf of the California Environmental Protection Agency (CalEPA). CalEnviroScreen identifies California communities by census tract that are disproportionately burdened by, and vulnerable to, multiple sources of pollution. These communities are also referred to as Disadvantaged. For more information, please visit **https://oehha.ca.gov/calenviroscreen/sb535**.

DR: See Demand Response.

Equipment Commissioning Test: SCE's Field testing of energized EV charging equipment at completion of installation.

EV (Electric Vehicle): A plug-in electric vehicle that is propelled by one or more electric motors and powered by an onboard battery pack.

E-sheet and load calculations: Chart or graphical representation of all connected load to an existing or proposed switchgear or panel, shown in kW, kVA, kVAR etc. Should be accompanied by a single line exhibit of the switchgear.

Final Design: Map and related documents, as applicable, that show the proposed layout of the infrastructure and charging equipment, including but not limited to, conduit routing and equipment placement. The Final Design is the engineered construction drawing submitted for permitting and will be completed prior to start of construction.

Final Invoice: Statement of the total amount paid by participant to charging equipment supplier(s) for the purchase of the charging equipment.

Fortune 1000 list: Fortune 1000 companies include companies listed on the Fortune 1000 list, subsidiaries of Fortune 1000 companies, corporate stores of Fortune 1000 companies, and international companies with annual revenue at or above the lowest cutoff point in the Fortune 1000.

IDR (interval data recording [meter]): SCE will install a new meter for all EV charging equipment installed under this program. Each meter will be capable of recording, storing and transmitting usage data. Usage data for non-residential customers is captured in 15-minute intervals.

Infrastructure: All work and facilities, as determined by SCE, in SCE's sole discretion and subject to change in SCE's sole discretion, to be located, designed and installed by SCE, necessary to allow the participant to install and operate the charging equipment. Infrastructure may include, but is not limited to new transformers, services, and meters, new panels, stepdown transformers, conduits, wires, connectors, and any other hardware installed by SCE at or near the participant's site. If the participant chooses to have SCE build the customer-side make-ready infrastructure, it will become a part of the Infrastructure.

Level 1 (L1) Charging: Low power charging up to 1.9kW, typically at or below 120 volts. An EV with a 60 kWh battery pack will take approximately 20 hours to charge from empty to full.

Level 2 (L2) Charging: Medium power charging up to 7.2kW, typically delivered between 220 and 240 volts. An EV with a 60 kWh battery pack will take approximately 8 hours to charge from empty to full.

Make-Ready Infrastructure: includes all infrastructure work on both the utility-side of the meter, and the customer-side of the meter, from SCE's distribution system up to the first point of interconnection with the Participant's EV charging equipment. The segment of infrastructure work on the utility-side of the meter is also referred to as utility-side infrastructure. SCE will always be responsible for designing, procuring, installing, and maintaining the necessary infrastructure located on the utility-side of the meter.

The segment of infrastructure work on the customer-side of the meter includes all infrastructure from the new panel that will be set as part of the utility-side infrastructure work, up to the first point of interconnection with the Participant's EV charging equipment. All Participants will have the option to have SCE perform the customer-side infrastructure work or alternatively may choose to perform the work themselves.

Make Ready Rebate (Customer-Side): If the participant elects to perform the customer-side make-ready Infrastructure work, following the completed installation and submission of required documentation, SCE will process a rebate payment that is intended to offset a portion of the participants associated costs. The Make-Ready Rebate is intended to offset up to 80 percent of the estimated average utility direct cost for installing the customer-side make-ready infrastructure for the relevant sector. Every Participant will have the choice to perform this work themselves and receive the rebate, or to have SCE perform the work at no additional cost to the participant. The rebate payment may be reduced to ensure payment will not exceed the participants actual costs.

Multi-Family Property: (also referred to as multi-unit dwelling, or MUD). The definition for enhance rebate qualifying sites include:

- **Residential properties** – Structures that are designed to accommodate two or more tenants with shared parking areas.
- **Apartment Buildings** – Structure(s) containing two or more dwelling units that may also include common areas and facilities, e.g., entrances, lobby, elevators or stairs, mechanical space, walks, grounds, recreational facilities, and parking both covered and open.

- **Retirement Communities, Townhomes, Condominiums** – Residential communities with shared parking areas managed by an HOA or an equivalent association.
- **Mobile Home Parks** – Residential mobile home communities with shared parking areas.
- **University & Military Housing** – Student or military housing units or apartments with individual cooking facilities (except conventional dormitories and barracks with cafeteria type kitchens).
- **Timeshares** – Vacation property communities with shared parking areas managed by an HOA or an equivalent association.
- **Public Parking With Dedicated Overnight Resident Passes** – Public parking lots designated for nearby multi-family residents for overnight parking. Stations can be open for public use during day-time hours.

Network Service Agreement: A contractual agreement between a network service provider and a participant for the purpose of providing networking services for the installed charging equipment.

Network Services Provider: The 3rd party entity that will provide network services for the EV charging equipment installed at the participant's site. The network service provider will be required to transmit port level data and other information to SCE complying with program requirements.

Participant: see Program Participant.

Ports: see Charging Equipment.

Preliminary Design – (Preliminary infrastructure design): Engineered infrastructure drawings at a minimum of 50% completion. Must include conduit and structure sizes and locations, load calculations and single line exhibit with switchgear specifications.

Program: Also referred to as the Charge Ready program. This program is designed to help program participants by providing rebates and installing the charging infrastructure needed to fuel light-duty electric vehicles.

Program Participant: The SCE non-residential customer that applies for the program and executes an agreement. Also referred to as the "participant".

Participation Agreement: An agreement between SCE and the participant that includes the terms and conditions for participating in the program and is provided to an applicant following SCE determination that a project has be approved for participation.

Rebate: Financial reimbursement paid to eligible participant, or its designated assignee, pursuant to this program.

Rebate Payment: The payment made by SCE to participant, or its designated assignee, for all applicable rebates, if any, pursuant to the program.

Site: The premises, owned, leased or operated by the participant, where the charging equipment will be installed.

Site-Host: Program participant who entered into the Program's Participation Agreement and is responsible for the ongoing operation of the charging equipment.

Site Plan – Site Plan Job Aid: The site plan is a birds-eye exhibit of a site with building footprints, roads, parking areas and other above ground structures notated. May be an engineered drawing or may just be a satellite image with notes. A site plan (in PDF file format) is required to be submitted with a program application. A site plan job aid can be found at **here**.

TEPFS (Transportation Electrification Project Feasibility Sheet): Field checklist prepared by a SCE Business Customer Division (BCD) representative. This checklist gathers high-level information such as the customer's electrification plans, site topography and existing utility equipment at the site.

TOU (Time-of-Use) Rate Plans: All TOU plans feature energy charges that vary based on the time of day, the day of the week, and the season. Some plans also include demand charges that are based on the maximum amount of electricity (kW) your business uses within any 15-minute period within your routine billing cycle. For more information about TOU rate plan options, please visit **https://www.sce.com/business/rates/time-of-use**, or **https://www.sce.com/business/rates/electric-car-business-rates** on TOU-EV rates.

Transportation Electrification Safety Requirements Checklist: see CPUC's Transportation Electrification Safety Requirements Checklist.

Utility-Side Make-Ready Infrastructure (Utility-Side Infrastructure Work): All infrastructure from SCE's distribution system to a new circuit panel that will be designed and installed by SCE to support the Participant's installation and operation of EV charging equipment.

APPENDIX

- **Rebate Summary Table**
- **Site Plan Job Aid**
- **Charging Equipment Usage Data Monthly Report Instructions**
- **Data Portal Interval Template**
- **Data Portal Session Data Template**
- **Charging Equipment Registration instructions**
- **Charging Equipment Registration Form**
- **Third-Party Funding Attestation Form**
- **Infrastructure Approval and Acceptance Certificate**
- **Civil Plan Sample**
- **Participant Installed Make-Ready Cost Breakdown Worksheet**
- **CAD file Requirements**
- **Testament of Compliance with the CPUC's Safety Requirements Checklist for CPUC-Approved Transportation Electrification Programs**
- **Sample Grant Easement**
- **Customer Project Sheet** (for rule 15/16 project initiation)

SOUTHERN CALIFORNIA EDISON
Energy for What's Ahead®

CHARGE READY TRANSPORT

Clean Energy to Fuel Southern California's Electric Vehicle Truck and Bus Fleets

SCE's Charge Ready Transport (CRT) Program offers low-to no-cost electrical system upgrades to support the installation of electric vehicle (EV) charging equipment for qualifying vehicles. This program provides a unique opportunity for fleet operators choosing to acquire electric vehicles by providing support and reducing the costs with installing the necessary charging equipment.

When a customer is approved to participate in the program, SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. If the customer prefers, they can perform the customer-side of the meter electrical work and receive a rebate. Additional rebates are available to school districts, transit agencies, and eligible companies within disadvantaged communities.

This program provides a great opportunity for fleet owners and other operators of industrial vehicles including:

- Medium and heavy-duty trucks, shuttles, and vans
- Transit buses
- School buses
- Transportation refrigeration units
- Airport ground support equipment
- Port equipment
- Forklifts and other off-road equipment

Program Highlights[1]

SCE will:

- Perform on-site visits to evaluate site's electrical infrastructure needs.
- Develop utility-side and customer-side of the meter cost estimates.
- Design, secure permit, project manage and install the necessary infrastructure. Participants will have the option to instead perform the necessary work on their side of the meter and receive a make-ready rebate.[2]
- Install a separate meter dedicated to the EV charging infrastructure and waive customer demand charges through 2030 for EV rates TOU-EV-8 and TOU-EV-9.
- Make final inspections once the charging equipment is installed.

Customer Requirements:

- Lease or purchase at least two medium or heavy-duty battery powered EVs or convert at least two fossil-fuel vehicles to electric.
- Select, purchase and install SCE approved charging equipment in the quantity approved by SCE.
- Keep the charging equipment operational for at least ten years.
- Provide data related to charging equipment usage for a minimum of five years (on-road vehicles only).
- Grant easement may be required.

Interested? Let's talk.

Call your SCE Account Manager or email **chargereadytransport@sce.com** if you have questions or want to find out how this program may work for your business.

You can also visit **sce.com/CRT** for more information.

[1] Additional terms & conditions apply.
[2] SCE will provide a rebate of the lesser of 80% of the customer participant actual installation cost or 80% of SCE's average direct cost for installing the customer-side make-ready infrastructure.

SCE 27-32 REV 10/25

SOUTHERN CALIFORNIA EDISON®
Energy for What's Ahead℠

CHARGE READY TRANSPORT

Quick Reference Guide

Visit us at **sce.com/CRT** or email
chargereadytransport@sce.com.

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This Guide is intended for the convenience of interested potential Applicants.
If there are any conflicts between this guide and the CRTP Tariff, the terms of the Tariff will govern.

OVERVIEW

Introduction

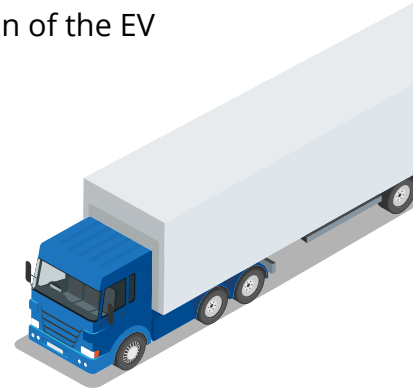
The Charge Ready Transport Program supports both California's greenhouse gas (GHG)-reduction goal and local air-quality requirements. The Program assists customers with transitioning to cleaner fuels by reducing their cost for the purchase and installation of required electric vehicle (EV) charging infrastructure, as well as providing rebates to offset the cost of charging stations for certain eligible customers.

SCE has an important role to play in all market segments within its service territory. Because the medium- and heavy-duty, on-road and non-road transportation segments are in various stages of technological development and market maturity, the Program is designed to help address some of the existing barriers to increased adoption in these segments.

How This Program Works

This program provides the infrastructure to support the installation of EV charging equipment at no cost to the Participant. This presents a unique opportunity for fleet operators that choose to buy EVs because the infrastructure required to support the installation of EV charging equipment is typically a sizable investment.

SCE will design, construct, and install the necessary infrastructure on both the utility-side and customer-side of the electric meter. Participants are, however, responsible for the selection, purchase, and installation of the EV charging equipment.



Rebates

In addition to receiving the necessary infrastructure to support EV charging equipment, this Program provides two additional rebate options: the Charging Equipment Rebate and the Make-Ready Rebate.

Charging Equipment Rebate

The Charging Equipment Rebate is offered to eligible participants in order to offset a portion of the costs associated with the purchase of EV charging equipment approved by SCE. This rebate is only available to:

- Participants that will be acquiring and operating School Buses or Transit Buses anywhere in SCE's service territory;
- Participants who install charging equipment at a project site located in a designated Disadvantaged Community where the Participant is not listed as a Fortune 1000 company.

In all cases, to be eligible for the Charging Equipment Rebate, charging equipment must be selected from SCE's Approved Product List.

Make-Ready Rebate

The second rebate option is referred to as the Make-Ready Rebate. This rebate is available to any Participant who chooses to design, procure, and install the customer side of the meter infrastructure work (also referred to as "customer side make-ready").

The Make-Ready Rebate is intended to offset up to 80 percent of the costs that SCE would otherwise incur for performing the work.[1]

Every Participant will have the choice to perform this work themselves and receive the rebate, or to have SCE perform the work at no cost to the Participant.

[1] *Customers choosing this option will eligible for a rebate which will be the lesser of: (a) 80 percent of the Participant's actual installation cost or (b) 80 percent of the average utility direct cost for installing the customer side make-ready infrastructure for the relevant sector.*

PARTICIPATION DETAILS

Key Roles

Customer

- Submits an enrollment application.
- Acquires at least two EVs, to arrive on-site within 18 months of application submission.
- Selects, purchases and installs EV charging stations approved by SCE.
- Is required to maintain charging stations in good working order for a period of at least 10 years.
- Note: EV charging stations used to fuel on-road vehicles are required to be linked through a communications network for a period of 5 years.

SCE

- Works with customers to help them assess their unique EV charging needs and explore available options.
- Designs, procures and installs the make-ready infrastructure for each approved project, at no cost to the Program Participant – OR – Provides a Make-Ready Rebate to customers who chose to design, procure and install the customer side make-ready.
- Provides charging equipment rebates to eligible customers.

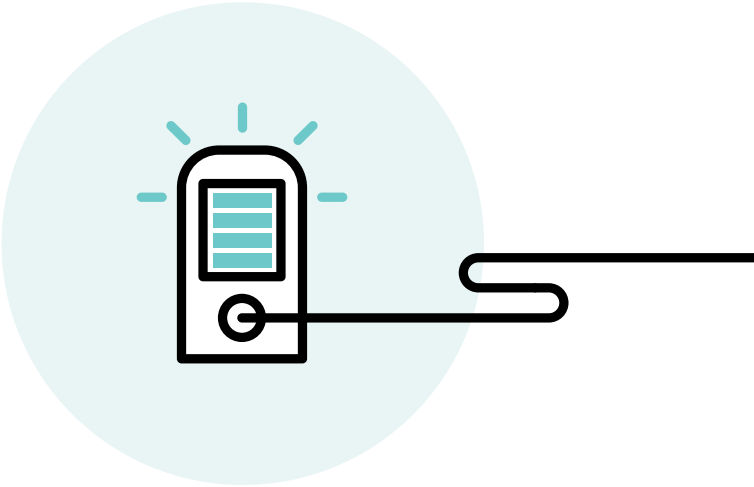
Program Eligibility

Non-residential customers are eligible to enroll to participate in the program if they:

1. Are a SCE customer that operates a medium- or heavy-duty fleet, used for either on-road or non-road applications;
2. Will be purchasing or leasing at least two new fleet EVs, or convert at least two fossil-fueled vehicles to electric, with the vehicles arriving on-site within 18 months from the time the application was submitted;
3. Own, lease, or operate a site located within SCE's service territory where the EV charging infrastructure will be installed;
4. Agree to provide the necessary easements. Applicants, if not the owner of the site at which the charging equipment is to be installed, are required to obtain consent from the property owner to install the equipment and agreement that the property owner will grant any required easements;
5. Select, purchase, install and maintain the EV charging stations in good working order for at least 10 years;
6. Provide proof of purchase of qualified electric vehicles and accompanying charging equipment;
7. Agree to provide SCE with EV charging usage data from all charging stations used to fuel on-road EVs for five years.

Charging Equipment Eligibility

Qualified charging stations are specified in SCE's Approved Product List (APL) which you can find at **sce.com/APL**. Under some circumstances, EV charging equipment not listed on the APL can be selected for use, but in all cases SCE must first approve it. Customers can work with their SCE representatives to ensure their selected charging equipment meets program eligibility requirements.



Things You'll Need to Prepare Your Application

- **SCE Service Account Number**
- The **County Tax Assessor parcel number** for the site where the charging equipment will be installed
- Your **vehicle acquisition plans** including information on the number and types of EVs you plan to purchase, lease, or convert to electric over the next 10 years
- **Information about your existing fleet**
- A **site plan of the property** where the EV charging equipment will be installed. The plan will also need to include the proposed location(s) for the charging equipment
- If you are not the property site owner, ensure the property owner has approved of the proposed installation of EV charging equipment
- The **Name of the Authority Having Jurisdiction (AHJ)** to issue building permit approvals
- **Approval and authority** to sign the Application

Site Plan Instructions

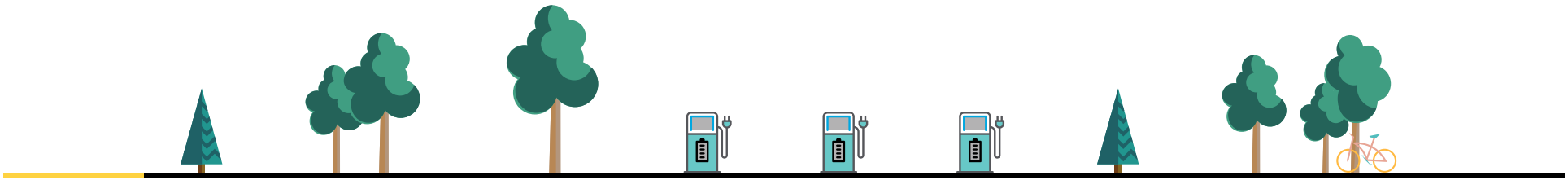
A site plan will need to be submitted with your completed application. The plan is intended to provide an aerial view of your property which can be obtained from Google Maps, and should include annotations to indicate the preferred location for the charging equipment.

However, SCE may propose a different location based on various factors, including but not limited to proximity to SCE's existing distribution equipment. The site plan will need to be uploaded to the program website immediately following the completion of the on-line application.

Ideal Charging Site Location Guidelines

Charging stations should:

- Be as close as possible to the existing transformer (if enough capacity) or to a new transformer (if needed to serve the EV charging load).
- Be grouped in a single location (e.g., the same floor of a parking depot).
- Allow adequate space for the installation and operation, in compliance with all applicable laws, rules, and regulations.



APPLICATION EVALUATION & APPROVAL

After a preliminary evaluation of your application, SCE will reach out to provide more information about the program, answer any questions you may have, and further discuss your project to determine possible next steps.

After You Submit Your Application

If your project moves past the initial evaluation phase, next steps will typically include the following:

1

Site Visit

SCE will work with you to schedule a site visit and evaluation.

2

Planning and Design

SCE's team will leverage the site plans submitted with the application and perform additional planning and design activities.

3

Infrastructure Evaluation

SCE will evaluate the existing distribution infrastructure and the site's existing service connection; assess the possible integration opportunities with on-site or planned distributed energy resources; and the applicants preferred location(s) for the EV charging equipment.

4

Alternate Location Arrangement

SCE will work with the customer to reach agreement on an alternate location for the EV charging equipment if necessary.

5

Conceptual Design and Cost Estimates

SCE will then use the information collected to develop a conceptual design and make cost estimates for the necessary infrastructure work.

Application Approval and Immediate Next Steps

If the proposed project meets program criteria and cost thresholds, next steps will typically include the following:

1. SCE will provide the design exhibits to the Applicant for approval.
2. The Applicant must decide if they will elect to design, build, and install the customer side make-ready Infrastructure or have SCE perform the work.
3. The Applicant must affirmatively commit to the specific charging equipment they will plan to purchase and install.
4. The Applicant will need to commit to their final vehicle acquisition plan.
5. Following the Applicant's approval of the designs provided by SCE, the Applicant will be presented with a Program Participation Agreement (Agreement) for signature.
6. Program funds will be reserved for the project following SCE's execution of the Agreement.
7. Within 45 days of signing the Agreement, Participants will be required to provide:
   - Proof of purchase of the program eligible charging stations.
   - Proof of vehicle acquisition, for a minimum of two vehicles, with a specified delivery date not to exceed 18 months.
   - If applicable, submission of a completed "Rebate Assignment Form". This document captures the necessary information for SCE to process and remit applicable rebate payments.

PLANNING & CONSTRUCTION

Once the required documentation is received[2], SCE will move forward with:

- Completing the detailed design work;
- Preparing and delivering easements for the Participant's (or property owner) signature;
- Securing any necessary permits;
- Procuring materials and managing the construction of the make-ready infrastructure work.

Participants will:

- Move forward with installing the EV charging equipment once SCE has completed the make-ready infrastructure.
- Provide the final documentation to SCE following the successful installation of the EV charging equipment.

Verification

Following the completed installation of the charging equipment, SCE will conduct a final walkthrough to verify the charging stations are properly installed and operational. Participants will then receive notification that the project is complete, and SCE will process any rebate payments for which the project may be eligible.

Program Feedback and Future Surveys

SCE may ask participants to complete various surveys to support the evaluation of the Program.

[2] All documents listed under item #7 of the "Application Approval and Immediate Next Steps".

GET STARTED

Ready to Get Started?

To apply for the Charge Ready Transport Program, please fill out the form on the **Program Overview** page and someone will contact you.

Contact Us

If you would like more information about this program, or to further explore your fleet's EV charging needs, simply contact your SCE Account Representative. You can also reach us by sending an email to **chargereadytransport@sce.com**.

Visalia City Council

Staff Report

File #: 25-0752 **Agenda Date:** 5/4/2026 **Agenda #:** 3.

Agenda Item Wording:
Approve a contract for the supply of auto parts- Approve a contract with Genuine Parts Co. dba Napa Auto Parts to supply parts and accessories for the Fleet Division utilizing Sourcewell Contract with an annual not-to-exceed amount of $1,200,000, for an initial term through January 10, 2029, which may be extended for up to two additional one-year terms, to align with the Sourcewell contract, with a maximum contact amount of $6,000,000 over the life of the contract, including extensions.

Agenda Date: 05/04/2026

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.gov , 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov ,713-4052

Department Recommendation: Staff recommends that the City Council approve a contract with Genuine Parts Co. dba Napa Auto Parts to supply parts and accessories for the Fleet Division utilizing Sourcewell Contract No. 100124-GPC with an annual not-to-exceed amount of $1,200,000, for an initial term through January 10, 2029, which may be extended for up to two additional one-year terms, to align with the Sourcewell contract, with a maximum contact amount of $6,000,000 over the life of the contract, including extensions.

Summary:
The Fleet Maintenance Division currently maintains over 700 vehicles and pieces of equipment. Timely access to parts is essential to ensure efficient repair and minimize equipment downtime. Currently, staff utilizes Napa Auto Parts as the primary vendor for parts procurement. Staff is requesting approval to establish an annual contract with Genuine Parts Company dba Napa Auto Parts for the continued purchase of these parts.

Background Discussion:
The Fleet Maintenance Division supports over 700 vehicles and pieces of equipment and performs daily repairs requiring timely access to parts. Napa Auto Parts is the current vendor and provides multiple daily deliveries, ensuring repairs are completed promptly and minimizing extended equipment downtime.

Sourcewell Cooperative Purchasing helps the City save time and money by purchasing from ready-to-use, competitively solicited contracts. Cooperative Purchasing is “Procurement conducted by, or on behalf of, one or more Public Procurement Units,” as defined by the American Bar Association Model Procurement Code for State and Local Governments. Sourcewell streamlines the purchasing process by developing Requests for Purchase for national competitive solicitations that meet or exceed local requirements. Because Genuine Parts Co. dba Napa Auto Parts are already competitively bid by Sourcewell, the City is able to utilize that contract to obtain the Sourcewell pricing.

The Sourcewell contract 100124-GPC expires January 10, 2029, with an option of up to (3) additional years. Given the City's five-year contracting limit, Staff is requesting the contract be approved for up to the maximum of 5 years.

Fiscal Impact including annual maintenance and operating costs:
Historical annual expenditures are as follows:

FY 2023-24 $1,183,908
FY 2024-25 $1,124,545
FY 2025-26 $858,800 (July 2025 - March 2026)

Expenditures are paid initially out of the Fleet Maintenance Fund. These costs are then charged to the vehicle use department monthly, as incurred.

Prior Council Action: On January 17, 2023, City Council approved an annual contract with Genuine Parts Co. dba Napa Auto.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to approve a contract with Genuine Parts Co. dba Napa Auto Parts to supply parts and accessories for the Fleet Division utilizing Sourcewell Contract with an annual not-to-exceed amount of $1,200,000, for an initial term through January 10, 2029, which may be extended for up to two additional one-year terms, to align with the Sourcewell contract, with a maximum contact amount of $6,000,000 over the life of the contract, including extensions.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 05/04/2026
Attachments:
Sourcewell Contract
Sourcewell Pricing
Sourcewell RFP
Levine Act
Strategic Goal:

☐ Economic Vitality	☒ Organizational Excellence	☒ Fiscal Strength	☒ Infrastructure & Growth	☐ Quality of Life
Economic Vitality	**Organizational Excellence**	**Fiscal Strength**	**Infrastructure & Growth**	**Quality of Life**

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MASTER AGREEMENT #100124
CATEGORY: Aftermarket Vehicle Parts and Supplies
SUPPLIER: Genuine Parts Company dba NAPA Auto Parts

This Master Agreement (Agreement) is between Sourcewell, a Minnesota service cooperative located at 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Genuine Parts Company dba NAPA Auto Parts, 2999 Wildwood Parkway, Atlanta, GA 30339 (Supplier).

Sourcewell is a local government and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) offering a Cooperative Purchasing Program to eligible participating government entities.

Under this Master Agreement entered with Sourcewell, Supplier will provide Included Solutions to Participating Entities through Sourcewell's Cooperative Purchasing Program.

Article 1:
General Terms

The General Terms in this Article 1 control the operation of this Master Agreement between Sourcewell and Supplier and apply to all transactions entered by Supplier and Participating Entities. Subsequent Articles to this Master Agreement control the rights and obligations directly between Sourcewell and Supplier (Article 2), and between Supplier and Participating Entity (Article 3), respectively. These Article 1 General Terms control over any conflicting terms. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Purpose.** Pursuant to Minnesota law, the Sourcewell Board of Directors has authorized a Cooperative Purchasing Program designed to provide Participating Entities with access to competitively awarded cooperative purchasing agreements. To facilitate the Program, Sourcewell has awarded Supplier this cooperative purchasing Master Agreement following a competitive procurement process intended to meet compliance standards in accordance with Minnesota law and the requirements contained herein.

2) **Intent.** The intent of this Master Agreement is to define the roles of Sourcewell, Supplier, and Participating Entity as it relates to Sourcewell's Cooperative Purchasing Program.

3) **Participating Entity Access.** Sourcewell's Cooperative Purchasing Program Master Agreements are available to eligible public agencies (Participating Entities). A Participating Entity's authority to access Sourcewell's Cooperative Purchasing Program is determined through the laws of its respective jurisdiction.

4) **Supplier Access.** The Included Solutions offered under this Agreement may be made available to any Participating Entity. Supplier understands that a Participating Entity's use of this Agreement is at the Participating Entity's sole convenience. Supplier will educate its sales and service forces about Sourcewell eligibility requirements and required documentation. Supplier will be responsible for ensuring sales are with Participating Entities.

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5) **Term.** This Agreement is effective upon the date of the final signature below. The term of this Agreement is four (4) years from the effective date. The Agreement expires at 11:59 P.M. Central Time on January 10, 2029, unless it is cancelled or extended as defined in this Agreement.

   a) **Extensions.** Sourcewell and Supplier may agree to up to three (3) additional one-year extensions beyond the original four-year term. The total possible length of this Agreement will be seven (7) years from the effective date.

   b) **Exceptional Circumstances.** Sourcewell retains the right to consider additional extensions as required under exceptional circumstances.

6) **Survival of Terms.** Notwithstanding the termination of this Agreement, the obligations of this Agreement will continue through the performance period of any transaction entered between Supplier and any Participating Entity before the termination date.

7) **Scope.** Supplier is awarded a Master Agreement to provide the solutions identified in (Solicitation #100124) to Participating Entities. In Scope solutions include:

   a) Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

8) **Included Solutions.** Supplier's Proposal to the above referenced RFP is incorporated into this Master Agreement. Only those Solutions included within Supplier's Proposal and within Scope (Included Solutions) are included within the Agreement and may be offered to Participating Entities.

9) **Indefinite Quantity.** This Master Agreement defines an indefinite quantity of sales to eligible Participating Entities.

10) **Pricing.** Pricing information (including Pricing and Delivery and Pricing Offered tables) for all Included Solutions within Supplier's Proposal is incorporated into this Master Agreement.

11) **Not to Exceed Pricing.** Suppliers may not exceed the prices listed in the current Pricing List on file with Sourcewell when offering Included Solutions to Participating Entities. Participating Entities may request adjustments to pricing directly from Supplier during the negotiation and execution of any transaction.

12) **Open Market.** Supplier's open market pricing process is included within its Proposal.

13) Supplier Representations:

   i) **Compliance.** Supplier represents and warrants it will provide all Included Solutions under this Agreement in full compliance with applicable federal, state, and local laws and regulations.

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ii) **Licenses.** As applicable, Supplier will maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of Supplier's business with Participating Entities. Participating Entities may request all relevant documentation directly from Supplier.

iii) **Supplier Warrants.** Supplier warrants that all Included Solutions furnished under this Agreement are free from liens and security interests, and are subject to the terms of written warranties of the manufacturer of the applicable product within the Included Solutions, and Supplier shall use reasonable commercial efforts to assist the Participating Entity in processing all warranty claims that the Participating Entity may have against a manufacturer. The manufacturer's warranty will be the sole and exclusive remedy of the Participating Entity in connection with any claims concerning the Included Solutions supplied hereunder. ALL OTHER WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTIBILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY EXCLUDED. Copies of the manufacturers' warranties are available to the Participating Entity upon request. Supplier will pass through all available warranty benefits from the applicable manufacturer to the Participating Entity to the extent permitted by contract or law.

14) **Bankruptcy Notices.** Supplier certifies and warrants it is not currently in a bankruptcy proceeding. Supplier has disclosed all current and completed bankruptcy proceedings within the past seven years within its Proposal. Supplier must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the term of this Agreement.

15) **Debarment and Suspension.** Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota, the United States federal government, or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Agreement. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time during the term of this Agreement.

16) **Provisions for non-United States federal entity procurements under United States federal awards or other awards (Appendix II to 2 C.F.R § 200).** Participating Entities that use United States federal grant or other federal funding to purchase solutions from this Agreement may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Section, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when (i) a Participating Entity accesses Supplier's Included Solutions with United States federal funds and (ii) Supplier has provided its prior written consent.

i) **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 C.F.R. § 60, all agreements that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing

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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.

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

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

iv) **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient

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must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all Agreements by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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

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

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

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

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

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

xiii) **FEDERAL SEAL(S), LOGOS, AND FLAGS.** The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

xiv) **NO OBLIGATION BY FEDERAL GOVERNMENT.** The U.S. federal government is not a party to this Agreement or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Agreement or any purchase by an authorized user.

xv) **PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.** The Contractor acknowledges that 31 U.S.C. § 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Agreement or any purchase by a Participating Entity.

xvi) **FEDERAL DEBT.** The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

xvii) **CONFLICTS OF INTEREST.** The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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xviii) **U.S. EXECUTIVE ORDER 13224.** The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

xix) **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT.** To the extent applicable, Supplier certifies that during the term of this Agreement it will comply with applicable requirements of 2 C.F.R. § 200.216.

xx) **DOMESTIC PREFERENCES FOR PROCUREMENTS.** To the extent applicable, Supplier certifies that during the term of this Agreement, Supplier will comply with applicable requirements of 2 C.F.R. § 200.322.

Article 2:
Sourcewell and Supplier Obligations

The Terms in this Article 2 relate specifically to Sourcewell and its administration of this Master Agreement with Supplier and Supplier's obligations thereunder.

1) **Authorized Sellers**. Supplier must provide Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers which may complete transactions of Included Solutions offered under this Agreement. Sourcewell may request updated information in its discretion, and Supplier agrees to provide requested information within a reasonable time.

2) **Product and Price Changes Requirements.** Supplier may request Included Solutions changes, additions, or deletions at any time. All requests must be made in writing by submitting a Sourcewell Price and Product Change Request Form to Sourcewell. At a minimum, the request must:
   - Identify the applicable Sourcewell Agreement number;
   - Clearly specify the requested change;
   - Provide sufficient detail to justify the requested change;
   - Individually list all Included Solutions affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
   - Include a complete restatement of Pricing List with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Included Solutions offered, even for those items where pricing remains unchanged.

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

3) **Authorized Representative.** Supplier will assign an Authorized Representative to Sourcewell for this Agreement and must provide prompt notice to Sourcewell if that person is changed. The Authorized Representative will be responsible for:
   - Maintenance and management of this Agreement;
   - Timely response to all Sourcewell and Participating Entity inquiries; and
   - Participation in reviews with Sourcewell.

   Sourcewell's Authorized Representative is its Chief Procurement Officer.

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4) **Performance Reviews.** Supplier will perform a minimum of one review with Sourcewell per agreement year. The review will cover transactions to Participating Entities, pricing and terms, administrative fees, sales data reports, performance issues, supply chain issues, customer issues, and any other necessary information.

5) **Sales Reporting Required.** Supplier is required as a material element to this Master Agreement to report all completed transactions with Participating Entities utilizing this Agreement. Failure to provide complete and accurate reports as defined herein will be a material breach of the Agreement and Sourcewell reserves the right to pursue all remedies available at law including cancellation of this Agreement.

6) **Reporting Requirements.** Supplier must provide Sourcewell an activity report of all transactions completed utilizing this Agreement. Reports are due at least once each calendar quarter (Reporting Period). Reports must be received no later than 45 calendar days after the end of each calendar quarter. Supplier may report on a more frequent basis in its discretion. Reports must be provided regardless of the amount of completed transactions during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

   The Report must contain the following fields:
   - Participating Entity Name (e.g., City of Staples Highway Department);
   - Participating Entity Physical Street Address;
   - Participating Entity City;
   - Participating Entity State/Province;
   - Participating Entity Zip/Postal Code;
   - Sourcewell Participating Entity Account Number;
   - Transaction Description;
   - Transaction Purchased Price;
   - Sourcewell Administrative Fee Applied; and
   - Date Transaction was invoiced/sale was recognized as revenue by Supplier.

   If collected by Supplier, the Report may include the following fields as available:
   - Participating Entity Contact Name;
   - Participating Entity Contact Email Address;
   - Participating Entity Contact Telephone Number;

7) **Administrative Fee.** In consideration for the support and services provided by Sourcewell, Supplier will pay an Administrative Fee to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. Supplier will include its Administrative Fee within its proposed pricing. Supplier may not directly charge Participating Entities to offset the Administrative Fee.

8) **Fee Calculation.** Supplier's Administrative Fee payable to Sourcewell will be calculated as a stated percentage (listed in Supplier's Proposal) of all completed transactions utilizing this Master Agreement within the preceding Reporting Period. For certain categories, a flat fee may be proposed. The Administrative Fee will be stated in Supplier's Proposal.

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9) **Fee Remittance.** Supplier will remit fee to Sourcewell no later than 45 calendar days after the close of the preceding calendar quarter in conjunction with Supplier's Reporting Period obligations defined herein. Payments should note the Supplier's name and Sourcewell-assigned Agreement number in the memo; and must be either mailed to Sourcewell above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions.

10) **Noncompliance.** Sourcewell reserves the right to seek all remedies available at law for unpaid or underpaid Administrative Fees due under this Agreement. Failure to remit payment, delinquent payments, underpayments, or other deviations from the requirements of this Agreement may be deemed a material breach and may result in cancellation of this Agreement and disbarment from future Agreements.

11) **Audit Requirements.** Pursuant to Minn. Stat. § 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell and the Minnesota State Auditor for a minimum of six years from the end of this Agreement. Supplier agrees to fully cooperate with Sourcewell in auditing transactions under this Agreement to ensure compliance with pricing terms, correct calculation and remittance of Administrative Fees, and verification of transactions as may be requested by a Participating Entity or Sourcewell.

12) **Assignment, Transfer, and Administrative Changes.** Supplier may not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Sourcewell. Such consent will not be unreasonably withheld. Sourcewell reserves the right to unilaterally assign all or portions of this Agreement within its sole discretion to address corporate restructurings, mergers, acquisitions, or other changes to the Responsible Party and named in the Agreement. Any prohibited assignment is invalid. Upon request Sourcewell may make administrative changes to agreement documentation such as name changes, address changes, and other non-material updates as determined within its sole discretion.

13) **Amendments.** Any material change to this Agreement must be executed in writing through an amendment and will not be effective until it has been duly executed by the parties.

14) **Waiver.** Failure by Sourcewell to enforce any right under this Agreement will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.

15) **Complete Agreement.** This Agreement represents the complete agreement between the parties for the scope as defined herein. Supplier and Sourcewell may enter into separate written agreements relating specifically to transactions outside of the scope of this Agreement.

16) **Relationship of Sourcewell and Supplier.** This Agreement does not create a partnership, joint venture, or any other relationship such as employee, independent contractor, master-servant, or principal-agent.

17) **Indemnification.** Supplier must indemnify, defend, save, and hold Sourcewell, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell, arising out of any negligent act or omission or intentional misconduct in the

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performance of this Agreement by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by such negligence or intentional misconduct. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

18) **Data Practices.** Supplier and Sourcewell acknowledge Sourcewell is subject to the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. As it applies to all data created and maintained in performance of this Agreement, Supplier may be subject to the requirements of this chapter.

19) **Grant of License.**
   a) **During the term of this Agreement:**
      i) **Supplier Promotion.** Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising, promotional materials, and informational sites for the purpose of marketing Sourcewell's Agreement with Supplier.

      ii) **Sourcewell Promotion.** Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising, promotional materials, and informational sites for the purpose of marketing Supplier's Agreement with Sourcewell.

   b) **Limited Right of Sublicense.** The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, partners, or agents (collectively "Permitted Sublicensees") in advertising, promotional, or informational materials for the purpose of marketing the Parties' relationship. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this section by any of their respective sublicensees.

   c) **Use; Quality Control.**
      i) Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

      ii) Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Each party may make written notice to the other regarding misuse under this section. The offending party will have 30 days of the date of the written notice to cure the issue or the license/sublicense will be terminated.

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

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20) **Venue and Governing law between Sourcewell and Supplier Only.** The substantive and procedural laws of the State of Minnesota will govern this Agreement between Sourcewell and Supplier. Venue for all legal proceedings arising out of this Agreement between Sourcewell and Supplier will be in court of competent jurisdiction within the State of Minnesota. This section does not apply to any dispute between Supplier and Participating Entity. This Agreement reserves the right for Supplier and Participating Entity to negotiate this term to within any transaction documents.

21) **Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Agreement is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

22) **Insurance Coverage.** At its own expense, Supplier must maintain valid insurance policy(ies) during the performance of this Agreement with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

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

- $1,500,000 each occurrence Bodily Injury and Property Damage
- $1,500,000 Personal and Advertising Injury
- $2,000,000 aggregate for products liability-completed operations
- $2,000,000 general aggregate

b) **Certificates of Insurance.** Prior to execution of this Agreement, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Agreement. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or provided to in an alternative manner as directed by Sourcewell. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. Failure of Supplier to maintain the required insurance and documentation may constitute a material breach.

c) **Additional Insured Endorsement and Primary and Non-contributory Insurance Clause.** Supplier agrees to list Sourcewell, including its officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier to the extent of Supplier's indemnity obligations herein. 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 but only to the extent of Supplier's indemnity obligations herein.

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

e) **Umbrella/Excess Liability/SELF-INSURED RETENTION.** The limits required by this Agreement can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

23) **Termination for Convenience.** Sourcewell or Supplier may terminate this Agreement upon 60 calendar days' written notice to the other Party. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

24) **Termination for Cause.** Sourcewell may terminate this Agreement upon providing written notice of material breach to Supplier. Notice must describe the breach in reasonable detail and state the intent to terminate the Agreement. Upon receipt of Notice, the Supplier will have 30 calendar days in which it must cure the breach. Termination pursuant to this section will not relieve the Supplier's obligations under this Agreement for any transactions entered with Participating Entities through the date of termination, including reporting and payment of applicable Administrative Fees.

Article 3:
Supplier Obligations to Participating Entities

The Terms in this Article 3 relate specifically to Supplier and a Participating Entity when entering transactions utilizing the General Terms established in this Master Agreement. Article 1 General Terms control over any conflict with this Article 3. Where this Master Agreement is silent on any subject, Participating Entity and Supplier retain the ability to negotiate mutually acceptable terms.

1) **Quotes to Participating Entities.** Suppliers are encouraged to provide all pricing information regarding the total cost of acquisition when quoting to a Participating Entity. Suppliers and Participating Entities are encouraged to include all cost specifically associated with or included within the Suppliers proposal and Included Solutions within transaction documents.

2) **Shipping, Delivery, Acceptance, Rejection, and Warranty.** Supplier's proposal may include proposed terms relating to shipping, delivery, inspection, and acceptance/rejection and other relevant terms of tendered Solutions. Supplier and Participating Entity may negotiate final terms appropriate for the specific transaction relating to non-appropriation, shipping, delivery, inspection, acceptance/rejection of tendered Solutions, and warranty coverage for Included Solutions. Such terms may include, but are not limited to, costs, risk of loss, proper packaging, inspection rights and timelines, acceptance or rejection procedures, and remedies as mutually agreed include notice requirements, replacement, return or exchange procedures, and associated costs.

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3) **Applicable Taxes.** Participating Entity is responsible for notifying supplier of its tax-exempt status and for providing Supplier with any valid tax-exemption certification(s) or related documentation.

4) **Ordering Process and Payment.** Supplier's ordering process and acceptable forms of payment are included within its Proposal. Participating Entities will be solely responsible for payment to Supplier and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

5) **Transaction Documents.** Participating Entity may require the use of its own forms to complete transactions directly with Supplier utilizing the terms established in this Agreement. Supplier's standard form agreements may be offered as part of its Proposal. Supplier and Participating Entity may complete and document transactions utilizing any type of transaction documents as mutually agreed. In any transaction document entered utilizing this Agreement, Supplier and Participating Entity must include specific reference to this Master Agreement by number and to Participating Entity's unique Sourcewell account number.

6) **Additional Terms and Conditions Permitted.** Participating Entity and Supplier may negotiate and include additional terms and conditions within transaction documentation as mutually agreed. Such terms may supplant or supersede this Master Agreement when necessary and as solely determined by Participating Entity. Sourcewell has expressly reserved the right for Supplier and Participating Entity to address any necessary provisions within transaction documents not expressly included within this Master Agreement, including but not limited to transaction cancellation, dispute resolution, governing law and venue, non-appropriation, insurance, defense and indemnity, force majeure, and other material terms as mutually agreed.

7) **Subsequent Agreements and Survival.** Supplier and Participating Entity may enter into a separate agreement to facilitate long-term performance obligations utilizing the terms of this Master Agreement as mutually agreed. Such agreements may provide for a performance period extending beyond the full term of this Master Agreement as determined in the discretion of Participating Entity.

8) **Participating Addendums.** Supplier and Participating Entity may enter a Participating Addendum or similar document extending and supplementing the terms of this Master Agreement to facilitate adoption as may be required by a Participating Entity.

Sourcewell	Genuine Parts Company dba NAPA Auto Parts
Signed by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Bret Robyck A34FEA2A641D422...
By: _____	By: _____
Jeremy Schwartz	Bret Robyck
Title: Chief Procurement Officer	Title: Sr. Vice President
Date: 1/9/2025 | 5:34 AM CST	Date: 1/8/2025 | 3:33 PM CST

RFP 100124 - Aftermarket Vehicle Parts and Supplies

Vendor Details

Company Name:	Genuine Parts Company dba NAPA auto Parts
Does your company conduct business under any other name? If yes, please state:	NAPA Auto Parts
Address:	2999 Wildwood Parkway Atlanta, Georgia 30339
Contact:	Don Lachance
Email:	don_lachance@genpt.com
Phone:	404-386-4157
Fax:	404-386-4157
HST#:	580254510

Submission Details

Created On:	Tuesday August 13, 2024 07:35:16
Submitted On:	Friday September 27, 2024 14:12:03
Submitted By:	Don Lachance
Email:	don_lachance@genpt.com
Transaction #:	7c568b36-caba-405c-ad6c-adc50f0b6edb
Submitter's IP Address:	136.228.217.83

Specifications

Table 1: Proposer Identity & Authorized Representatives (Not Scored)

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

Table 1 Specific Instructions. Sourcewell requires identification of all parties responsible for providing Solutions under a resulting master agreement(s) (Responsible Supplier). Proposers are strongly encouraged to include all potential Responsible Suppliers including any corporate affiliates, subsidiaries, D.B.A., and any other authorized entities within a singular proposal. All information required under this RFP must be included for each Responsible Supplier as instructed. Proposers with multiple Responsible Supplier options may choose to respond individually as distinct entities, however each response will be evaluated individually and only those proposals recommended for award may result in a master agreement award. Unawarded entities will not be permitted to later be added to an existing master agreement through operation of Proposer's corporate organization affiliation.

Line Item	Question	Response *	
1	Provide the legal name of the Proposer authorized to submit this Proposal.	Genuine Parts Company dba NAPA Auto Parts 2999 Wildwood Parkway Atlanta Georgia 30339	*
2	In the event of award, is this entity the Responsible Supplier that will execute the master agreement with Sourcewell? Y or N.	Yes	*
3	Identify all subsidiaries, D.B.A., authorized affiliates, and any other entity that will be responsible for offering and performing delivery of Solutions within this Proposal (i.e. Responsible Supplier(s) that will execute a master agreement with Sourcewell).	NAPA Auto Parts locations Nationwide. All 6000 NAPA Auto Parts Stores will delivery solutions for this contract. Genuine Parts Company dba NAPA Auto Parts Headquarters will facilitate the management of the administrative fees, reports and legal documents needed for the contract.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	DZ8RD2EBBMK5	*
5	Provide your NAICS code applicable to Solutions proposed.	423120	
6	Proposer Physical Address:	Genuine Parts Company 2999 Wildwood Parkway Atlanta Ga. 30339	*
7	Proposer website address (or addresses):	www.genpt.com	*
8	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Bret Robyck Sr. Vice President 2999 Wildwood Parkway Atlanta Ga. 30339 Bret_Robyck@genpt.com 678-934-5166	*
9	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Don Lachance National Sales manager Government Fleet 2999 Wildwood Parkway Atlanta Ga. 30339 Don_lachance@genpt.com 404-386-4157	*
10	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	N/A	*

Table 2A: Financial Viability and Marketplace Success (50 Points)

Line Item	Question	Response *	

11	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested Solutions.	Genuine Parts Company, founded in 1928, is a Fortune 200 (NYSE: GPC) service organization engaged in the distribution of automotive replacement parts, industrial replacement parts and electrical/electronic materials. In 1928, Carlyle Fraser founded GPC with the purchase of Motor Parts Depot in Atlanta, Georgia for $40,000. He then renamed the parts store Genuine Parts Company. The original GPC store had annual sales of $75,000 and had only six employees. Over the last 96 years, GPC, in relationship with NAPA, has grown rapidly as the number of independent car repair garage shops has increased. From the beginning, GPC stressed swift, reliable service to outflank the competition. GPC has continued to grow through the acquisition of other companies in the automotive and industrial industries. Today, the Company serves tens of thousands of customers from more than 3,600 operations in the United States, Canada, Mexico, Australia, New Zealand, Indonesia, Singapore, France, the U.K., Germany, Poland, the Netherlands, Belgium, and China and has approximately 50,000 employees and annual revenues exceeding $21 billion. With more than 96 years of distribution expertise, GPC's commitment, and reputation for just-in-time service position us as a critical partner in our customers' success.	*
12	What are your company's expectations in the event of an award?	Our expectations are to engage our 6,000+ company owned and independent NAPA stores and 52 distribution centers across the US to train their sales team on the benefits of our Sourcewell contract and how to reach out to current and potential members regarding their aftermarket parts needs. Additionally, we plan to service Sourcewell members with national coverage (U.S.) in the category by providing them new equipment to meet their shop equipment needs. NAPA Canada is under the GPC umbrella, but operates as a separate entity. We feel that Canadian Sourcewell Members can utilize this response. Pricing will be different in terms of the currency and other variables. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada. Between NAPA US and NAPA Canada, we attend dozens of industry events each year that allow us to promote our solutions and our contracting options through Sourcewell. The Sourcewell partnership will be a large part of our marketing and promotional focus over the life of the contract.	*
13	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response. DO NOT PROVIDE ANY TAX INFORMATION OR PERSONALLY IDENTIFIABLE INFORMATION.	GPC has had 96 years of profitable growth and 65 years straight of increased dividends to our Stock Holders. Our company results are made public and are posted under the Investor page at www.genpt.com. We have also included our 2023 Annual Report in the attached documents for this RFP.	*
14	What is your US market share for the Solutions that you are proposing?	NAPA Auto parts has a 9% market share of the overall Automotive parts sales in the US.	*
15	What is your Canadian market share for the Solutions that you are proposing?	NAPA Auto parts has approximately 6% of the Canadian Automotive parts market.	*
16	Disclose all current and completed bankruptcy proceedings for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a bankruptcy proceeding at any time during the pendency of this RFP evaluation.	None, There have been no Bankruptcy proceedings for Genuine Parts Company dba NAPA Auto Parts	*

17	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer the question that best applies to your organization, either a) or b). a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Our company is both a distributor/dealer/reseller and a service provider with respect to this contract and is authorized to act as such for the products and services proposed in this RFP. a) Distributor/Dealer/Reseller: GPC/NAPA has an internal supply chain of NAPA branded aftermarket parts and supplies that we distribute through our 52 distribution centers and 6,000+ retail stores in the US and eight distribution centers and 600+ retail locations in Canada. These stores are a mix of company-owned and independent locations that exclusively are authorized to distribute aftermarket NAPA branded parts. The NAPA catalog of parts contains more than 565,000 SKUs of automotive parts, supplies, tools and equipment. Our network of 52 distribution centers and 6,000 retail stores (4100 independent and 1,900 company) are the only authorized distributor and reseller of the parts that we propose in this RFP. Our 4,100 independent stores will all be bound by this agreement and will be authorized to sell per our Sourcewell contract, should we be awarded. b) Not only is NAPA a distributor of parts, but we leverage our distribution chain that gives nightly access to inventory at all distribution centers, parts delivery services, and our relationships with vendors that allow Sourcewell customers to order directly when needed to support their fleets.	*
18	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	GPC has all the licenses necessary to purchase, warehouse, transport and distribute for the commerce contemplated in this RFP. We hold these licenses and certifications in Canada, all 50 States in the US, Guam, Mexico, Australia, and Europe for the products we distribute and services we provide throughout these countries.	*
19	Disclose all current and past debarments or suspensions for Proposer and any included possible Responsible Party within the past seven years. Proposer must provide notice in writing to Sourcewell if it enters a debarment or suspension status any time during the pendency of this RFP evaluation.	GPC has not been suspended or disbarred from the delivery of parts or services outlined in this RFP.	*
20	Describe any relevant industry awards or recognition that your company has received in the past five years.	In 2021 NAPA Auto Parts automotive division and our Integration business operations combined to win the 2021 Legacy award with Sourcewell. In 2019, Jett Kuntz, Vice President of NAPA IBS, was awarded the Sourcewell Pioneer award at Sourcewell's H20 conference for his vision, commitment and drive to grow our current contracts with Sourcewell. In the last five years, our contracts have grown exponentially through Jett's and the NAPA Fleet team's commitment to cooperative purchasing. In their press release announcing the award, Sourcewell stated: "Jett has supported Sourcewell's mission beyond cooperative purchasing. He shows great respect for other people in a manner that is rarely as authentic and genuine. He is committed to the cause, confident in supporting what they commit to, and willing to go where others cannot see a way. And like the other Sourcewell Pioneers, he has always been willing to share information and ideas with fellow vendors to help them grow their contracts. He was part of our 1st Vendor Advisory Committee and remains an active committee member helping guide our growth and represent the vendor voice as we plan for Sourcewell's future." Our parts supply business is also awarded with the successes of our customers. Over the past decades our NAPA customers have received hundreds of local and national awards. In Government Fleet Magazine's 2019 Leading Fleet Awards, dozens of fleet organizations received awards of operational excellence and have attributed part of their success to NAPA. These awards are given to the best fleets for their use of industry best practices, forward-thinking initiatives and in many cases revolutionary contracting solutions. This is one of the highest honors in government fleet business.	*
21	What percentage of your sales are to the governmental sector in the past three years?	In the past three years, we have exceeded 15% percent of our Automotive Fleet Parts Group sales in the government sector.	*
22	What percentage of your sales are to the education sector in the past three years?	Of our government business, approximately 12 percent of our sales are in the education market (K-12, Higher Education).	*

23	List all state, cooperative purchasing agreements that you hold. What is the annual sales volume for each of these agreement over the past three years?	Sourcewell-Aftermarket Parts and IBS $160,000,000 NASPO ValuePoint -Aftermarket Parts, Tools & Equipment $56,000,000 E&I Educational Cooperative $1,000,000 Texas BuyBoard - Aftermarket Parts Oils & Lubricants $1,000,000 Axia $1,000,000 ST of GA $15,000,000 St of TN $6,000,000 ST of WA $10,500,000 ST of NJ $6,800,000 ST of MA $6,500,000 ST of VA $4,500,000 ST of LA $4,600,000 ST of CA $5,800,000 ST of WV $4,000,000 ST of CT $3,000,000	*
24	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GPC/NAPA holds no GSA schedules at this time.	*

Table 2B: References/Testimonials

Line Item 25. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
State of California	Yolanda Tutt Department of General Services Procurement Division	279-946-8401	*
State of Georgia	Mary Zirock Chief Procurement Officer	404-631-1218 mzirock@dot.ga.gov	*
City of Sacramento, CA	Mark Stevens Fleet Manager	916-808-5869 mstevens@cityofsacramento.org	*

Table 3: Ability to Sell and Deliver Solutions (150 Points)

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

Line Item	Question	Response *	
26	Sales force.	Total Estimated U.S. & Canada GPC Employees = 51,000 We have a national Sourcewell sales initiative managed through Don Lachance, NAPA's government fleet sales manager. Our 52 distribution centers also have dedicated Territory Sales Managers, Commercial Sales Managers and Wholesale Managers, comprising 400+ sellers directly in the market. Finally, our 6,000+ NAPA stores have their own direct sales teams to help promote Sourcewell opportunities. All in, NAPA has more than 7,000 people who have a responsibility to promote and sell the Sourcewell contract in the U.S. and Canada.	*

27	Describe the network of Authorized Sellers who will deliver Solutions, including dealers, distributors, resellers, and other distribution methods.	GPC in 2024 owns and operates 52 distribution centers located throughout the United States that have return privileges with most of their suppliers, which protects GPC from inventory obsolescence. These distribution centers are located in 40 states and service approximately 1,900 domestic company-owned NAPA AUTO PARTS stores located in 45 states and approximately 4,100 independently owned NAPA AUTO PARTS stores located in all 50 states. NAPA stores, in turn, sell to a wide variety of customers in the automotive aftermarket. Collectively, these independent automotive parts stores account for approximately 55% of the total U.S. APG sales and 20% of GPC's overall total sales. When a Sourcewell member customer orders a part, directly or online, the first resource to fulfill that request will be the nearest NAPA servicing store. If the part is in stock, it will be delivered to the customer within an agreed upon time frame, and maybe included in a daily/nightly shuttle delivery. If the part is not in stock at the nearest store, secondary and tertiary NAPA stores will be sourced from and the part will be included in a one-off or scheduled delivery. In situations where the part is not available at any nearby NAPA stores, our Distribution Centers carry millions of dollars of inventory that can be used to fulfill the request. As a final resort, we can always contact the part manufacturer directly to explore direct sourcing options. In all situations, there is a local team of sourcing experts who are dedicated to fulfilling all requests by Sourcewell members	*
28	Service force.	As mentioned in our response to Question #26, we have more than 51,000 people dedicated to ensuring the parts Sourcewell customers need are available and delivered on time across the US and Canada. From a product availability standpoint, having 52 DCs enables NAPA to provide product as close to the customer as possible in most states including Alaska, Hawaii, and most US Territories. This is facilitated through the DC delivery process of deliveries to all 6000 stores a minimum of 5 times per week. NAPA uses a process of vehicle registration and product data to stock our DCs and stores by ZIP code. This ensures that we have a market specific product mix in each of our stores. NAPA 's DCs have on average $6 -$ IOM in inventory. Store sizes vary in size and scope, but with 6,000 in the US alone, we have one of the best store footprints in the automotive aftermarket. NAPA has 6000 thousand stores with between 2 and 6 delivery vehicles per store servicing the Sourcewell members and hundreds of tractor trailers delivering to the stores each night. Our personnel in each distribution center provide a comprehensive mixture of sales and product specialists that are available to service Sourcewell members. The list below illustrates the positions and the individuals focused on the sales and services contemplated in this RFP: • Sales Manager • District Manager • Wholesale Manager • Business development Managers • Major Account Government Sales Manager • Territory Sales Managers 3 to 5 • Business Development managers (Outside Sales Representative) one per GPC owned store, 2 to 25, depending on the number of company-owned stores • Store Sales Counter people • Independent NAPA store owners, outside sales, and counter people In total, there are nearly 10,000 people involved in the distribution of parts to, and customer satisfaction of, all of our Sourcewell member partners. The following is a look at the overall process flow for selling and managing Sourcewell contracts, along with which teams are involved at each stage: 1. NAPA HQ team sets standard operating procedures. 2. Sales force promotes the contract to customers. 3. Service force executes contracts and opens and manages sites. 4. Marketing team conducts regular business reviews to promote contract retention. 5. HQ team ensures compliance, reporting and overall growth	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All orders will go through the local servicing NAPA stores. Via Electronic ordering, phone, fax or a walk in visit to our NAPA store. Orders and returns will follow the same process through the servicing NAPA store.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our customer service program begins when the customer places an order and stays involved throughout the lifecycle of each order and the overall contract. When customers place an order directly with their servicing NAPA store, online via NAPA ProLink, or through a punch-out in their enterprise system, customer service functionality is built into the process to address questions and issues as they arise. When it comes to delivery times, NAPA's standard metrics are as follows: • In-Stock Parts Ordered Delivered within 60 minutes or less • Non-Stocked Parts Ordered Delivered the next day • Rare or Special Parts Ordered Delivered within 2 days NAPA has a special delivery feature that other providers do not offer. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter's manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. Finally, our customer service program continues after the purchase to support warranty claims on qualified products, as well as core credit and return processing. In the case of such types of return transactions, NAPA's local team is there to facilitate the process with the local NAPA DC or directly with product manufacturers to get each Sourcewell member the parts they need and the credits they are owed.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities.	GPC/NAPA is a current Sourcewell contract holder and is able and willing to provide all parts and services expressed in this RFP. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. We have outlined our service and distribution network in several questions so far, so we would like to discuss our ability to promote this contract, if awarded. We have learned that educating our dealer locations on the specifics of the Sourcewell contract and their responsibilities to seek out lists of target Sourcewell contracting agencies is the first line of success for NAPA and Sourcewell. We also have a headquarters support network that helps us stay on track with our commitments to Sourcewell and its members by monitoring contract activity and promoting the cooperative purchasing message across our entire enterprise. The ability to provide these products and services starts and ends with effective communication and execution of the program to our 6,000 stores that deliver the value to Sourcewell members daily.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	NAPA Auto Parts (UAP Inc.) has a wealth of resources, both in the field and in the office across Canada to implement large agreements such as requested by Sourcewell. We have resources at our head office in Montreal as well as in each region including the Pacific/West, Ontario, Quebec and the Atlantic. NAPA will allocate the necessary resources to ensure Sourcewell's needs are met. Across Canada, we have over 4,800 full-time direct employees servicing our stores, distribution centers and offices. We have a mix of company-owned and independent NAPA stores across the country that are fully bought in on participating in any agreement that arises from this proposal. While it is up to the individual independent stores to decide whether or not to participate, any store that elects to do so will generally do so under the terms proposed and agreed upon here. The NAPA Auto Parts Division is a network made up of automotive parts and accessories stores and paint and body product stores. We have nearly 600 NAPA Auto Parts stores across Canada and over 50 NAPA CMAX Paint and Body Shop Supply Stores. It also includes 8 distribution centers across Canada including the Atlantic, Quebec, Ontario, West and Pacific regions. Including 1 logistic center in Long Sault, Ontario. Napa will be supporting the Sourcewell contract amongst 4 regions across Canada: Atlantic, Quebec, Ontario and the Western region. NAPA Canada also partners with Rural Municipalities Association (RMA), a sister cooperative, on certain contracts in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed agreement.	NAPA has a strong presence in every region and is fully capable of serving the entire US and Canadian geographical locations described in this RFP of current and future members and represented associations. NAPA has a national presence from coast to coast across both the US and Canada. Thanks to our 6,000-store US and 600-store Canadian network and our strategic distribution center locations, we can meet all members' needs in a short amount of time, wherever they are operating	*
34	Identify any account type of Participating Entity which will not have full access to your Solutions if awarded an agreement, and the reasoning for this.	NAPA stores will cover all 50 states and all areas in those states with same to next day service. NAPA also services all 10 provinces in Canada through this contract with 600 NAPA Canada/UAP stores that can offer the same services at the Canadian pricing provided in this RFP	*

35	Define any specific requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no general contract restrictions that apply to any location in the US that NAPA services, including Hawaii, Alaska and US Territories.	*
36	Will Proposer extend terms of any awarded master agreement to nonprofit entities?	Depending on the entity and there qualifications as a non-profit we can extend terms to non-profits but many Master agreements do not offer contract abilities and pricing to non-profits as Sourcewell does. We rely on Sourcewell for most of our Non-profit Master agreements.	*

Table 4: Marketing Plan (100 Points)

Line Item	Question	Response *	
37	Describe your marketing strategy for promoting this opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	NAPA's general marketing program strategy to promote the contract nationally will be to provide a full array of marketing flyers, sales sheets, and announcements through announcement bulletin utilization for both the new award and updates during the contract period. The implementation of those aspects will bring visibility to the Sourcewell member in our stores through the mobilization of our field sales force. Specific training videos have already been put in place in support of the contract we currently have to train sales management, store owners, outside salespeople, and store employees. This training will directly increase the marketability of the contract throughout our sales organization. Co-branding of our logos will be incorporated on these pieces to inform the recipients of our "regular" marketing collateral to inform that NAPA is a Sourcewell contract holder. If awarded, Sourcewell contract details will be communicated through our national bulletin process. This program bulletin communicates to all 6,000 stores, Field Sales Management, and all direct sales teams the specifics of the new contract, the contract pricing, and the intent of the program through the contract award. Once published, the bulletin will be available through our internal website entitled NAPA Connect. This site is where all stores and field management go to see and understand all the national account programs that NAPA provides to its stores. If awarded, Sourcewell will continue to be classified in our national account programs. NAPA has a great deal of system or legacy knowledge built into our culture based on the number of years that we have enjoyed the contractual relationship, but our communication will not take that for granted. NAPA has a national team dedicated to marketing and growing our most important contracts, including everything Sourcewell. In addition to training this team on selling the value of our Sourcewell contract, we have headquarters-driven digital and print marketing efforts as well. Below are several examples of our available marketing materials and efforts and samples will be provided as attached documents. • Salesforce.com – customer relationship management software that has been customized to track communications, lead progress, contract status, success metrics and more for Sourcewell prospects and existing customers. This allows our sales team to sell the program more efficiently. • Print Materials – marketing materials available to our sales team and customers include Sourcewell customer case studies, Sourcewell benefits and process flyers, customer information packet content and more. • Presentation Materials – our team has access to a predeveloped suite of digital content and presentation materials (PowerPoint slides) that promote the benefits of implementing Sourcewell contracts. • Video Content – we are in the process of developing specific video content that discusses Sourcewell opportunities with existing IBS customers using the contract. These videos will be available for use in presentations, on our website, on social media and more. • Fleet Industry Events – NAPA sales and marketing experts attend more than 50 industry events across the US and Canada each year and we make specific efforts to promote the Sourcewell contract at each one where it applies. Some of the most significant industry events we attend on a regular basis include: National Events o NAFA I&E www.NAFA.org o Government Fleet Expo (GFX) www.governmentfleetexpo.com o Fleet-Con presented by Fleet Pros www.Fleet Pros.org Regional Events o Florida Association of Government Fleet Administrators (FLAGFA) www.FLAGFA.org o Georgia Association of Pupil Transportation (GAPT) www.GAPTonline.org	*

38	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	NAPA Marketing employs a team of experts dedicated to effectively driving web traffic to various NAPA websites that promote our products and contract opportunities. The team uses search engine optimization strategies, including site metadata, to reach the widest possible audience of qualified decision makers for Sourcewell entity prospects and current members. Social media, such as LinkedIn, is an avenue we use to both network with fleet decision makers who we can educate about Sourcewell and promote events that we will be participating in. We further participate on event websites, in digital newsletters and email blasts and mobile apps. We also promote customer and vendor awards that tie into our Sourcewell offering to grow awareness and interest in the contract. All social media efforts are tracked so we can optimize our performance with respect to driving interest in this contract.	*
39	In your view, what is Sourcewell's role in promoting agreements arising out of this RFP? How will you integrate a Sourcewell-awarded agreement into your sales process?	We feel it is our job to educate our sales team on Sourcewell and make it an integral part of the way they sell our aftermarket solutions to governments. The materials and tools we provide to our team have been developed specifically to this end and every applicable customer we meet with is presented the Sourcewell contract option. While we will continue to drive the success of this partnership, there are clearly defined ways in which Sourcewell can help the marketing effort: • Marketing Materials – Sourcewell can provide materials that help train our specialists and educate our customers on the benefits and procurement process of using Sourcewell contracts. • Continuing Education – provide our team with access to Sourcewell knowledge through online training, live and digital seminars, trade show involvement and personal consulting via phone calls with your team. • Government Contacts – supply direct access to government fleet and procurement decisionmakers who have expressed interest to you in the Sourcewell contract. • Legislation – continue to drive legislative approval across the US and Canada for the ability to adopt Sourcewell contracts	*
40	Are your Solutions available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, our products are available through e-procurement and other digital platforms and we have a large number of government customers using these ordering vehicles today. The following are a few of the most common digital methods used to order from us: • NAPA Online: Our primary online ordering portal, www.NAPAOnline.com offers a catalog of more than 560,000 parts and supplies that are available to Sourcewell members today. Ordering online allows stock and hot-shot orders to be placed by an agency and fulfilled through the local servicing NAPA store or distribution center in the most timey way possible. • NAPA ProLink: NAPA ProLink is another exclusive online ordering and messaging system for customer shops to order NAPA branded parts from our stores or distribution centers. It gives the customer direct digital access to our catalog of more than 560,000 SKUs, all available on this contract. • Enterprise E-Procurement: NAPA has the capability to provide digital cataloging through punchouts and EDI interfaces placed directly within a customer's enterprise procurement system. On our e-commerce website, www.NAPAIBIZ.com, we show companies that use large eProcurement programs how to register with NAPA to access our NAPA catalog. Platforms supported include Ariba, SAP, Oracle, Epicor, Ketera, Jaggaer, Proactis/Perfect Commerce, Coupa and more. We also offer digital warehousing solutions with JD Edwards and Manhattan products.	*

Table 5A: Value-Added Attributes (100 Points)

Line Item	Question	Response *	
41	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Product training on all diagnostics available through NAPA AutoTech program and available online at www.NAPATraining.com. This is a fee-based training comprehensive program for classroom and web. Training / maintenance offered by most NAPA suppliers, much at no cost. No training is standard as expertise will vary from one employee to another, all training is to be scheduled and discussed. All NAPA Tools & Equipment suppliers offer suggested maintenance procedures for products sold. This would include proper installations, safety procedures and contacts for on-site installations. NAPA provides training on many levels. Technician Training: a. Designed for the professional technician. b. Provided by professional certified trainers c. Shop Management Training d. Designed for the professional technician, shop managers e. Provided by professional certified trainers	*

42	Describe any technological advances that your proposed Solutions offer.	NAPA's proposal covers multiple technological advances in the following: • Electronic Ordering • Product Information • Diagnostic Repair • eProcurement • Audit process • Mechanical Shop and Body Shop Estimators • System integration, Shop management integration, ordering - NAPA currently integrates with dozens of shop management programs • ProLink is one of the industry's best electronic ordering interfaces. It provides catalog lookups, part images, and job "kits", recalls last and common orders, and loads specific vehicles (which are perfect with fleets with the same type vehicles) and more. • ProLink shows parts price and availability at the local NAPA store, as well as the store's supplying DC ProLink can be used to compare contract price with that of list so that price verification can be utilized at the time of ordering eliminates the need for calling and faxing; ordering is done online. NAPA can work with government agencies to provide special pricing on Mitchell On Demand: • This is a web and PC based program that aids Sourcewell members to estimate repairs for authorization. • Provide OE repair procedures and diagnostic aids. • Track labor and supplies to a specific asset. • Color wiring diagrams • Technical specifications that include optional Medium and Heavy Duty applications • Flow Charts • Technical Service Bulletins • Maintenance Schedule	*
43	Describe any "green" initiatives that relate to your company or to your Solutions, and include a list of the certifying agency for each.	Our full Corporate Sustainability Plan will be provided as an attachment to this proposal. It is also available on our Sustainability page on www.genpt.com. Environmental stewardship is an integral part of who we are and how we do business. Our commitment to protect and preserve the environment focuses on high-impact areas where we can make a measurable difference for our teammates, suppliers, customers, communities and investors. RCI-Safe Solutions -Our Sustainability partner - has officially launched GPC's sustainability awareness efforts. Look for GPC's new GROW program to highlight specific environmental efforts made by employees. The GROW program focuses on targeted campaigns that emphasize personal responsibility and spotlights GPC's environmental heroes. GROW promotes a renewed approach of how to Reduce, Reuse and Recycle. GPC has the following priorities in place in terms of our Green Program • Reduce Air Emissions/Efficient Delivery Routing • Identify Pollution Prevention Opportunities • Communicate the Message • Practice Water Conservation • Reduce Fuel Consumption • Minimize Operational Waste • Implement Energy Conservation • Provide Green Products and Services NAPA Markets and Sells Many Green Initiative Products • Smart Washers • Challenger Water In-Ground Lifts • 3M lead free wheel weight system • Schumacher solar battery charger/maintainers • Energy Logic - waste oil burners • Vortex waterborne auto paint - no solvents • Valvoline Next Gen oil - made with recycled oil • Recycled Batteries, remanufactured electrical and steering components NAPA also has a detailed sustainability plan that is monitored and reported on annually. One of the three pillars of this plan is environmental sustainability and some of the results we have achieved are as follow: NAPA Fleet Management • Recycles more than 20 tons of tires annually • Recycles more than 3,500 gallons of oil annually General Recycling • More than 7,800 lbs. of cardboard annually • More than 6,400 lbs. of other waste annually Energy Efficiency • More than 750 lighting retrofits completed that reduced more than 52 million lbs. of CO_2	*

44	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the Solutions included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Please see our complete Sustainability guide attached to this RFP response. At this time, our sustainability reporting is aligned to SASB and TCFD frameworks. We continue monitoring the regulatory landscape in the U.S. and internationally, including the recent proposed rule from the U.S. Securities and Exchange Commission (SEC) to mandate standardized ESG disclosures for public companies, as well as the Corporate Sustainability Reporting Directive (CSRD) rules in Europe. We will update our approaches and reporting to comply with regulatory changes as they occur.ustainability page at www.genpt.com.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	GPC has the capability to offer the following custom and unique value adds. • Integrated Business Solutions: existing Sourcewell Contract • Motion Industries ~4,800,000 SKUs of MRO and Industrial components and supplies to 150,000 MRO and OEM Customers through 10 distribution centers, through ~470 branches and 53 Service Centers, www.motionindustries.com o NAPA Filters - www.napafilters.com, o NAPA Heavy Duty - www.napaonline.com o NAPA Undercar, www.napaonline.com o NAPA Electrical Sales and Under hood, www.napaonline.com o Martin Senour~ Paint, www.martinsenour.com o Balkamp, www.balkamp.com o NAPA Tools and Equipment, www.napaonline.com o NAPA Brakes, www.napabrakes.com o NAPA Heating and Cooling, www.napabeltshose.com • NAPA TRACS- Total Repair Automotive Computer System – powerful estimating, technical information and shop management solutions – www.napatracs.com • IBIZ – described above www.napaibiz.com • NAPA AutoCare Centers, www.napaautocare.com Largest network of independently owned automotive technicians in the US. ~15,000 automobile, truck, and collision centers MIC- Market Place Inventory Classification This is the process that uses RL Polk data and additional registrations of fleet and leased vehicles in all NAPA markets to determine proper stocking levels in stores and DCs. This means less downtime at the Sourcewell Member's repair facility due to NAPA having more and more of the right parts on the shelves. Mitchell 1, and Mitchell On Demand - Described above – www.mitchell1.com As mentioned, one of the most unique features of our service is the ability to integrate a customer's fleet software/work order management system into our inventory platform. This kind of integration seamlessly shares data between the two interfaces and allows work order, parts order, vehicle status, billing, reporting and other data to pass automatically between the two. This increases technician productivity and data accuracy by letting the customer know exactly where their parts are and attaching every part ordered to a specific unit and work order. Some of our integrations even perform automated invoice reconciliation, extending the benefits beyond the shop and into customer administrative and accounting departments. Some examples of our most successful integrations with third-party software systems available today include AssetWorks (FA, M5), Faster, RTA, Dossier, Chevin and many more.	*

Table 5B: Value-Added Attributes

Line Item	Question	Certification	Offered	Comment
46	Select any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation and a listing of dealerships, HUB partners or re-sellers if available. Select all that apply.		○ Yes ◉ No	Genuine Parts Company is a publicly traded corporation. Thus, we are not a WMBE or SBE. However, expanding opportunities for small and women and minority owned businesses is important at NAPA. A strength of the NAPA capabilities for this RFP is that we are not all corporate stores centered around a large corporate office, but we are a collection of thousands of small businesses that can support the Sourcewell contract and its members' purchasing goals. Our main distribution and sales channel to Sourcewell members and prospective members will be through our 6,000 retail outlets, 4,500 of which are independently owned and operated NAPA Automotive and Truck Parts stores. Based on the size and geography of these locations, many may be qualified as SBEs, WBEs, DBEs and some in HUB Zones. As a corporation overall, we still maintain strict guidelines on diversity and inclusion in our operations. Our commitment to—and appreciation for—diversity and inclusion at Genuine Parts Company is a part of everything we do. You can see it every time we interact with customers, collaborate with colleagues and partner with members of the community. Across our Company, we value diversity and benefit from the exceptional insights, talents and experiences of our workforce. We believe that by embracing the differences and similarities of each individual, the work environment improves for our employees and enhances our overall business performance
47		Minority Business Enterprise (MBE)	○ Yes ◉ No	
48		Women Business Enterprise (WBE)	○ Yes ◉ No	
49		Disabled-Owned Business Enterprise (DOBE)	○ Yes ◉ No	
50		Veteran-Owned Business Enterprise (VBE)	○ Yes ◉ No	
51		Service-Disabled Veteran-Owned Business (SDVOB)	○ Yes ◉ No	
52		Small Business Enterprise (SBE)	○ Yes ◉ No	
53		Small Disadvantaged Business (SDB)	○ Yes ◉ No	
54		Women-Owned Small Business (WOSB)	○ Yes ◉ No	

Table 6: Pricing (400 Points)

Provide detailed pricing information in the questions that follow below.

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Payment Terms are net 30 days, Payment methods are Check, ACH, or credit card	*

56	Describe any leasing or financing options available for use by educational or governmental entities.	NA	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded agreement (order forms, terms and conditions, service level agreements, etc.). Upload all template agreements or transaction documents which may be proposed to Participating Entities.	A copy of our Invoice document that is used on all transactions has been uploaded to the Documents section of this RFP. Standard documents or forms for ordering are also offered on our Prolink site for electronic ordering, and are included in the Prolink site that the customer will use and have a secure login and password specific to each user. NAPA can adapt and customize the process per the request of the entity.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, NAPA accepts P-card payment with no additional charge to the end user.	*
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAPA's pricing model is a product category discount off list price. As NAPA has with previous contracts, we will continue to offer a competitive nationwide ceiling price for Sourcewell members. NAPA's list prices on individual products shall increase and decrease throughout the term of the contract. The pricing profile/methodology category Discount percentage shall, however, remain firm. NAPA passes on both price increases and decreases it receives from its suppliers on to the Members. NAPA cannot provide written notice to Sourcewell every time an individual product increases in price. The attached Sourcewell 9074 Price Profile will be implemented at the store level to all members that choose to utilize the Sourcewell contract. This pricing will be available at all company-owned and independent NAPA stores across the US. The pricing provided by NAPA Canada differs from that provided by NAPA US but is based off of a similar model and will apply across Canada as the US pricing does across the US. A copy of the List less Discount sheet attached.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	As a list less discount percentage for parts by category for over 560,000 parts the discount range is 46% to 72% off list price depending on the item category.	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Special volume discounts and/or rebates may be offered on an individual basis, depending on the individual circumstances and the potential volume of the Sourcewell member. NAPA may offer special one-off pricing for volume or stocking orders if requested by the Sourcewell member. These prices will be handled on an individual basis and they will not exceed the contract price.	*
62	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "non-contracted items". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	NAPA agrees to deliver from time-to-time sourced goods and services to be sourced and shall include all actual net costs including our actual cost and inbound shipping, plus a maximum 25 percent additional margin. This cost plus will be calculated and agreed upon between the Sourcewell member and the local NAPA store on a case-by-case basis	*
63	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.	Generally, parts and equipment are provided at the cost specified in our pricing list. NAPA does not charge Sourcewell members freight costs for standard stocking parts. Additional costs may be incurred for items outside of hard parts, such as special order shipping, training, equipment installation, etc. but these are typically nonstandard line items.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	As stated in Question 63, freight is not charged on NAPA parts, barring special requests or orders. However, if a part needs to be expedited for an emergency situation, the process is very simple. The agency lets us know the timeframe of the need, NAPA reaches out to our freight partners to estimate the cost, NAPA informs the agency of the charge and, with approval from the customer, we will agree to ship the part. In this case, the freight charge will be added to the invoice for that part as a separate line item for complete transparency.	*

65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	As we have a local presence in Alaska and Hawaii, there are no different terms or programs for these regions than in the continental US. Customer delivery distance from the servicing store will affect freight charges, but not differently in those regions. Exchange and returns are the same. In Canada, deliveries of products will be made free of charge. Freight charges may apply to garage equipment and emergency orders of automotive parts and accessories in which case Sourcewell members will have first agreed to the additional freight charges. Additional shipping costs are determined on case-by-case basis and are dependant on the items being shipped. It typically affects larger items (i.e. hoists) where costs are determined at the time of sale. NAPA works with our supplier network to provide a delivery method to “Drop Ship”. In certain circumstances, such as large quantities or large products, it is a method we can offer to Sourcewell members. Offshore shipping will be established as “as needed” and agreed to by the NAPA store and the Sourcewell Member	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAPA has a special delivery feature that is exclusive to NAPA stores. In the case of a special order part that is not available at local stores or distribution centers, Sourcewell members can access ordering from the manufacturer directly through NAPA Xpress, a function of our ProLink online cataloging portal. For example, if a city requires a one-off starter for an uncommon police vehicle and the local NAPA store and distribution center network does not have the part in stock, they can use NAPA Xpress to connect to that starter’s manufacturer and have the part shipped directly to them, even next day, via UPS. NAPA Xpress is also available when ordering from a store via phone – the ordering member just needs to request direct to customer shipping. The huge advantage of this program for Sourcewell members is that it harnesses access to inventories not only at local NAPA stores and distribution networks across the entire country, but through our manufacturers as well, all with one click or call	*
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed agreement with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing.	NAPA self-audits both our contract pricing to Sourcewell members and our sales reporting and administrative fee paid to Sourcewell each quarter. Contract Price Compliance Self Audit: NAPA has developed programming that will at the end of every quarter take the sales by Sourcewell members and compare them to the profile price. This new programming will enable for exception reporting to be accomplished so that NAPA will ensure that each equipment order is in contract compliance. Quarterly Sales Reporting and Administrative Fee Self Audit: To ensure that NAPA reports all sales under the contract each quarter and that NAPA remits the proper administrative fee to Sourcewell, a quarterly process has been instigated to ensure that all entities under contract have been flagged and reported appropriately	*
68	If you are awarded an agreement, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the agreement.	Currently and if awarded NAPA uses a special system called TAMS within all 6000 NAPA stores that is turned on for each Sourcewell entity that utilizes this contract.they are given an accout# and registered in our RAM system to track all daily sales transactions that are placed. All sales are measured month to date and year to date over previous time periods to track success and growth.	*
69	Provide a proposed Administration Fee payable to Sourcewell. The Fee is in consideration for the support and services provided by Sourcewell. The propose an Administrative Fee will be payable to Sourcewell on all completed transactions to Participating Entities utilizing this Agreement. The Administrative Fee will be calculated as a stated percentage, or flat fee as may be applicable, of all completed transactions utilizing this Master Agreement within the preceding Reporting Period defined in the agreement.	U.S. Operations: NAPA will pay Sourcewell 2% of net qualified purchases for the entire contract period (if awarded). NAPA shall issue contract fees to Sourcewell on a quarterly basis based on total qualified net sales of all registered Sourcewell members that NAPA US operations sell to for that period. The 2% administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter. Canadian Operations: On any direct Sourcewell contracts in Canada, not involving any other associations or cooperative contracts, NAPA Canada will pay Sourcewell the same 2 percent administrative fee on all qualified NAPA parts purchases. The administrative fee on all purchases shall be paid to Sourcewell within forty-five (45) days after the end of each calendar quarter	*

Table 7: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments	
70	The pricing offered is as good as or better than pricing typically offered through existing cooperative contracts, state contracts, or agencies.	Yes, The pricing offered in this proposal is as good or better than than pricing typically offered through existing cooperative contracts.	*

Table 8A: Depth and Breadth of Offered Solutions (200 Points)

Line Item	Question	Response *
71	Provide a detailed description of all the Solutions offered, including used, offered in the proposal.	NAPA distributes replacement parts (other than body parts) for substantially all motor vehicle makes and models in service in the United States, including imported vehicles, trucks, SUVs, buses, motorcycles, recreational vehicles and farm vehicles. In addition, GPC distributes replacement parts for small engines, farm equipment and heavy-duty equipment. Our inventories also include accessory items for such vehicles and equipment, and supply items used by a wide variety of government customers in the automotive aftermarket, such as cities, counties, states, K-12 districts and higher education institutions. We offer light-, medium- and heavy-duty parts for municipal departments like police, fire, sanitation and public works as well as people transportation parts used in universities and public transit agencies. No matter the part, we are able to provide the supply chain to get Sourcewell members the products they need when they need them. Please see our NAPA product line card included as a supplemental upload titled: Marketing Materials. NAPA has 52 distribution centers that service 6,000+ retail stores nationwide. They contain more than $1 billion of fleet parts and other replenishment inventory for our network nationally. NAPA stocks more than 560,000 aftermarket parts and items with same day and next day delivery. We can provide inventory, distribution, and local support in any area of the US and our network is available 365 days each year to get Sourcewell members parts efficiently. Our network starts with the 4,100 local, small business NAPA stores that support your members in the areas where they operate. This helps us place a strong emphasis on supporting local businesses. In addition, we have the strength of our 1,500-store corporate-owned distribution network backing up the NAPA program across the country. These stores have the financial support of NAPA headquarters and are key hubs in providing reliable staffing and distribution to Sourcewell members. All our stores, regardless of ownership, can source and stock the products that your agencies need. Within these stores are tens of thousands of fully trained employees who are familiar with the processes of servicing large cooperative and other major accounts. They provide full support to government agencies ordering from them today and are ready to take on the increased business that this contract would bring. When it comes to ordering, parts orders may be placed via phone, email, walk-in or electronically depending on the individual agencies' preferences and capabilities. Advance orders may either be held for will-call pickups or delivered via an agreed upon supply schedule. Our program is designed to allow each Sourcewell member the ability to do business in the ways that suit them best. Sales receipts for all orders include all the information that would be provided on an invoice, including account number, item descriptions, quantities, price, PO# if requested by the individual member and date and time of order NAPA offers custom orders and can source almost any OEM or Aftermarket part worldwide. Our store create custom hoses and hydraulics for an array of vehicles. Some NAPA stores still offer machine services to refurbish some parts.
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAPA is able to provide all product categories listed in Table 14B, including: • Air conditioning, heating, cooling, and climate control • Alternators, starters, batteries, electrical, and ignition systems • Bearings - ball and roller • Belts, hoses, gaskets, and seals • Brakes • Bumpers, body, cab, and chassis parts • Emission and exhaust • Engine and drive train • Filters - oil, fuel, air, and transmission • Oils and lubricants - regular and synthetic • Pumps - fuel and water • Safety and security systems • Interior and exterior parts and accessories • Lamps, lighting, mirrors, and wiring • Pumps - fuel and water • Suspension, shocks, struts, and steering • Wipers and washers • Heating and cooling (engine) • Vehicle paint and primer • Tools and equipment • Heavy Duty parts

Table 8B: Depth and Breadth of Offered Solutions

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

Line Item	Category or Type	Offered *	Comments	
73	Air conditioning, heating, and other climate control	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
74	Electrical (alternators, starters, batteries, ignition systems, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide. Including New and Remanufactured products.	*
75	Automotive bearings (wheel, roller ball, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	*
76	Automotive belts, hoses, gaskets, and seals	(•) Yes ( ) No	NAPA stocks high quality Gates Brand Belts and Belts in all stores and all Distribution centers.	*
77	System components (brakes, rotors, calipers, lines, ABS, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds and levels of Brakes, Pads and Rotors in this category at all 6000 NAPA Auto Parts Store Nationwide and offeres good better and best options for the user as well as Heavy duty truck parts.	*
78	Body and crash (parts, bumpers, cab, chassis, door, panels, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide	
79	Exhaust systems and emission parts	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
80	Engine and drive train (Internal Combustion Engine)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
81	Engine and drive train (Hybrid, EV, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
82	Engine heating and cooling	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.	
83	Filters (oil, fuel, air, transmission, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.NAPA also offers Good better and best items in this category and recommends using Fleet focused products for best durability.	
84	Oils and lubricants (regular, synthetic, blend)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide as well as NAPA branded oils and lubricants.	
85	Pumps (fuel, fluids, water, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.New and Remanufactured pumps are available.	

- Pricing - NAPA Pricing Category Description 9074-Sourcewell.docx - Tuesday September 17, 2024 12:22:53
- Financial Strength and Stability - GPC 2023 Annual Report (1).pdf - Tuesday September 17, 2024 12:00:57
- Marketing Plan/Samples - Sourcewell Announcement Government Agencies (2).pdf - Tuesday September 17, 2024 12:07:27
- WMBE/MBE/SBE or Related Certificates - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 12:02:24
- Standard Transaction Document Samples - Order invoice Sample-NAPA.pdf - Friday September 27, 2024 14:04:20
- Requested Exceptions - RFP_100124_Master_Agreement_Aftermarket_Vehicle_Parts__Supplies (1).docx - Wednesday August 21, 2024 10:42:12
- Upload Additional Document - 2023 GPC Sustainability Report_FINAL.pdf - Tuesday September 17, 2024 11:53:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT OF COMPLIANCE

I certify that I am an authorized representative of Proposer and have authority to submit the foregoing Proposal:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for award.

3. The Proposer certifies that:

(1) The prices in this Proposal have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Proposer or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer; or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this Proposal have not been and will not be knowingly disclosed by the Proposer, directly or indirectly, to any other Proposer or competitor before award unless otherwise required by law; and

(3) No attempt has been made or will be made by Proposer to induce any other concern to submit or not to submit a Proposal for the purpose of restricting competition.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest is created when a current or prospective supplier is unable to render impartial service to Sourcewell due to the supplier's: a. creation of evaluation criteria during performance of a prior agreement which potentially influences future competitive opportunities to its favor; b. access to nonpublic and material information that may provide for a competitive advantage in a later procurement competition; c. impaired objectivity in providing advice to Sourcewell.

5. Proposer will provide to Sourcewell Participating Entities Solutions in accordance with the terms, conditions, and scope of a resulting master agreement.

6. The Proposer possesses, or will possess all applicable licenses or certifications necessary to deliver Solutions under any resulting master agreement.

7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

8. Proposer its employees, agents, and subcontractors are not:

1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Bret Robyck, Sr. Vice President, Genuine Parts Company dba NAPA Auto Parts

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_6_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Wed September 18 2024 09:27 AM	☑	1
Addendum_5_Aftermarket Vehicle Parts and Supplies_RFP100124_DRAFT Mon September 9 2024 04:03 PM	☑	2
Addendum_4_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed September 4 2024 01:26 PM	☑	1
Addendum_3_Aftermarket Vehicle Parts and Supplies_RFP100124 Mon August 19 2024 07:25 AM	☑	2
Addendum_2_Aftermarket Vehicle Parts and Supplies_RFP100124 Fri August 16 2024 07:54 AM	☑	1
Addendum_1_Aftermarket Vehicle Parts and Supplies_RFP100124 Wed August 14 2024 08:43 AM	☑	2

86	Safety and security systems	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
87	Vehicle interior/exterior parts and accessories	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
88	Electrical systems (lamps, lighting, mirrors, wiring, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
89	Stabilization system components (suspension, shocks, struts, leaf, camber, swing arm, ball/UV joints, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
90	Control systems components (transmission, differential, traction, etc.)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
91	Windshield (wipers and windshield washer components)	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
92	Vehicle paint and primer	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.
93	Tires, OEM vehicle parts, and garage and fleet maintenance equipment, tools, and supplies as described in RFP	(•) Yes ( ) No	NAPA stocks several different kinds of products in this category at all 6000 NAPA Auto Parts Store Nationwide.

Exceptions to Terms, Conditions, or Specifications Form

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

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

NAPA Auto Parts # 100124-GPC

Pricing for contract #100124-GPC offers Sourcewell participating agencies the following discounts:

- A range of 46%-72% off list price depending on the item category.

RFP #100124
REQUEST FOR PROPOSALS
for
Aftermarket Vehicle Parts and Supplies

Proposal Due Date: October 1, 2024, 4:30 p.m., Central Time

Sourcewell, a State of Minnesota local government unit and service cooperative, is requesting proposals for Aftermarket Vehicle Parts and Supplies to result in a contracting solution for use by its Participating Entities. Sourcewell Participating Entities include thousands of governmental, higher education, K-12 education, nonprofit, tribal government, and other public agencies located in the United States and Canada. A full copy of the Request for Proposals can be found on the Sourcewell Procurement Portal [https://proportal.sourcewell-mn.gov]. Only proposals submitted through the Sourcewell Procurement Portal will be considered. Proposals are due no later than October 1, 2024, at 4:30 p.m. Central Time, and late proposals will not be considered.

SOLICITATION SCHEDULE

Public Notice of RFP Published:	August 13, 2024
Pre-proposal Conference:	September 6, 2024, 10:00 a.m., Central Time
Question Submission Deadline:	September 23, 2024, 4:30 p.m., Central Time
Proposal Due Date:	**October 1, 2024**, 4:30 p.m., Central Time Late responses will not be considered.
Opening:	October 1, 2024, 4:30 p.m., Central Time See RFP Section V.G. "Opening"

I. ABOUT SOURCEWELL

A. SOURCEWELL

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that facilitates a competitive public solicitation and contract award process for the benefit of its 50,000+ participating entities across the United States and Canada. Sourcewell's solicitation process complies with State of Minnesota law and policies, conforms to Canadian trade agreements (including Canadian Free Trade Agreement, Ontario-Quebec Trade and Cooperation Agreement, and Canada-European Union Comprehensive Economic and Trade Agreement, as applicable), and results in cooperative purchasing solutions from which Sourcewell's Participating Entities procure equipment, products, and services.

Cooperative purchasing provides participating entities and suppliers increased administrative efficiencies and the power of combined purchasing volume that result in overall cost savings. At times, Sourcewell also partners with other purchasing cooperatives to combine the purchasing volume of their membership into a single solicitation and contract expanding the reach of contracted suppliers' potential pool of end users.

Sourcewell uses a website-based platform, the Sourcewell Procurement Portal, through which all proposals to this RFP must be submitted.

B. USE OF RESULTING CONTRACTS

In the United States, Sourcewell's contracts are available for use by:

- Federal and state government entities[1];
- Cities, towns, and counties/parishes;
- Education service cooperatives;
- K-12 and higher education entities;
- Tribal government entities;
- Some nonprofit entities; and
- Other public entities.

In Canada, Sourcewell's contracts are available for use by current and future members including:

- Federal, provincial, and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
- Indigenous self-governing bodies;
- Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service

[1] Pursuant to HAR §3-128-2, the State of Hawaii, Department of Accounting and General Services, State Procurement Office, on behalf of the State of Hawaii and participating jurisdictions, has provided notice of its Intent to Participate in the solicitation as a participating entity.

entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities;

- Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest; and
- Canoe procurement group of Canada's current and future members. Canoe members include:
    - Federal, provincial and territorial government departments, ministries, agencies, boards, councils, committees, commissions, and similar agencies;
    - Crown corporations, government enterprises, and other entities that are owned or controlled by these entities through ownership interest;
    - Indigenous self-governing bodies;
    - Airport authorities;
    - Regional, local, district, and other forms of municipal government, municipal organizations, school boards, and publicly funded academic, health, and social service entities referred to as MASH sector (this should be construed to include but not be limited to the cities of Calgary, Edmonton, Toronto, Ottawa, and Winnipeg), as well as any corporation or entity owned or controlled by one or more of the preceding entities; and
    - Canoe procurement group of Canada's current and future partner associations, including Saskatchewan Association of Rural Municipalities, Association of Manitoba Municipalities, Local Authorities Services/Association of Municipalities Ontario, Nova Scotia Federation of Municipalities, Federation of Prince Edward Island Municipalities, Municipalities Newfoundland Labrador, Union of New Brunswick Municipalities, Northwest Territories Association of Communities, Association of Yukon Communities, CivicInfo BC, Association and their current and future members.

For a listing of current United States and Canadian Participating Entities visit Sourcewell's website (note: there is a tab for each country): https://www.sourcewell-mn.gov/sourcewell-for-vendors/agency-locator.

Participating Entities typically access contracted equipment, products, or services through a purchase order issued directly to the contracted supplier. A Participating Entity may request additional terms or conditions related to a purchase. Use of Sourcewell contracts is voluntary and Participating Entities retain the right to obtain similar equipment, products, or services from other sources.

To meet Participating Entities' needs, Sourcewell broadly publishes public notice of all solicitation opportunities, including this RFP. In addition, where applicable, other purchasing cooperatives and procurement officials receive notice and are encouraged to re-post the solicitation opportunity.

Proof of publication will be available at the conclusion of the solicitation process.

II. SOLICITATION DETAILS

A. SOLUTIONS-BASED SOLICITATION

This RFP and contract award process is a solutions-based solicitation; meaning that Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and are commonly desired or are required by law or industry standards.

B. REQUESTED EQUIPMENT, PRODUCTS, OR SERVICES

It is expected that proposers will offer a wide array of equipment, products, or services at lower prices and with better value than what they would ordinarily offer to a single government entity, school district, or regional cooperative.

1. Sourcewell is seeking proposals for Aftermarket Vehicle Parts and Supplies, including, but not limited to:

    a. Aftermarket repair, replacement, and maintenance parts, supplies, and services for gasoline, diesel, compressed natural gas (CNG), propane, hybrid, and electric automobiles, sport utility vehicles (SUV), light duty trucks, medium duty trucks, heavy duty and vocational trucks, buses, and motorcycles.

2. The primary focus of this solicitation is for Aftermarket Vehicle Parts and Supplies. This solicitation should NOT be construed to include:

    a. Vehicle repair and maintenance services-only solutions.

3. This solicitation does not include those equipment, products, or services covered under categories included in contracts currently maintained by Sourcewell:

    a. Fleet and Facility Related Vendor Managed Inventory and Logistics Management Solutions (RFP#110520)

Proposers may include related equipment, accessories, and services to the extent that these solutions are ancillary or complementary to the equipment, products, or services being proposed. Additionally, Proposers may include a complementary offering as detailed above in 1.a., of tires, OEM vehicle parts, garage and fleet maintenance equipment, tools, supplies, and related solutions so long that the Proposers primary offering is for Aftermarket Vehicle Parts and Supplies.

Generally, the solutions for Participating Entities are turn-key solutions, providing a combination of equipment, products and services, delivery, and installation to a properly operating status. However, equipment-only or products-only solutions may be appropriate for

situations where Participating Entities possess the ability, either in-house or through local third-party contractors, to properly install and bring to operation the equipment or products being proposed.

Sourcewell prefers suppliers that provide a sole source of responsibility for the equipment, products, and services provided under a resulting contract. If proposer is including the equipment, products, and services of its subsidiary entities, the proposer must also identify all included subsidiaries in its proposal. If proposer requires the use of distributors, dealers, resellers, or subcontractors to provide the equipment, products, or services, the proposal must address how the equipment, products or services will be provided to Participating Entities, and describe the network of distributors, dealers, resellers, and/or subcontractors that will be available to serve Participating Entities under a resulting contract.

Sourcewell encourages suppliers to offer the broadest possible selection of equipment, products, and services being proposed over the largest possible geographic area and to the largest possible cross-section of Sourcewell current and future Participating Entities.

C. REQUIREMENTS

It is expected that proposers have knowledge of all applicable industry standards, laws, and regulations and possess an ability to market and distribute the equipment, products, or services to Participating Entities.

1. Safety Requirements. All items proposed must comply with current applicable safety or regulatory standards or codes.
2. Deviation from Industry Standard. Deviations from industry standards must be identified with an explanation of how the equipment, products, and services will provide equivalent function, coverage, performance, and/or related services.
3. New Equipment and Products. Proposed equipment and products must be for new, current model; however, proposer may offer certain close-out equipment or products if it is specifically noted in the Pricing proposal.
4. Delivered and operational. Unless clearly noted in the proposal, equipment and products must be delivered to the Participating Entity as operational.
5. Warranty. All equipment, products, supplies, and services must be covered by a warranty that is the industry standard or better.

D. PROSPECTIVE CONTRACT TERM

The term of any resulting contract(s) awarded by Sourcewell under this solicitation will be four years. Sourcewell and supplier may agree to up to three additional one-year extensions based on the best interests of Sourcewell and its Participating Entities. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

E. ESTIMATED CONTRACT VALUE AND USAGE

Based on past volume of similar contracts, the estimated annual value of all transactions from contracts resulting from this RFP are anticipated to be USD 150M; therefore, proposers are expected to propose volume pricing. Sourcewell anticipates considerable activity under the contract(s) awarded from this RFP; however, sales and sales volume from any resulting contract are not guaranteed.

F. MARKETING PLAN

Proposer's sales force will be the primary source of communication with Participating Entities. The proposer's Marketing Plan should demonstrate proposer's ability to deploy a sales force or dealer network to Participating Entities, as well as proposer's sales and service capabilities. It is expected that proposer will promote and market any contract award.

G. ADDITIONAL CONSIDERATIONS

1. Contracts will be awarded to proposers able to best meet the need of Participating Entities. Proposers should submit their complete line of equipment, products, or services that are applicable to the scope of this RFP.
2. A proposer may submit only one proposal. If related, affiliated, or subsidiary entities elect to submit separate proposals, rather than a single parent-entity proposal, each such proposal must be prepared independently and without cooperation, collaboration, or collusion.
3. If a proposer works with a consultant on its proposal, the consultant (an individual or company) may not assist any other entity with a proposal for this solicitation.
4. Proposers should include all relevant information in its proposal, since Sourcewell cannot consider information that is not included in the proposal. Sourcewell reserves the right to verify proposer's information and may request clarification from a proposer, including samples of the proposed equipment or products.
5. Depending upon the responses received in a given category, Sourcewell may need to organize responses into subcategories in order to provide the broadest coverage of the requested equipment, products, or services to Participating Entities. Awards may be based on a subcategory.
6. A proposer's documented negative past performance with Sourcewell or its Participating Entities occurring under a previously awarded Sourcewell contract may be considered in the evaluation of a proposal.

III. PRICING

A. REQUIREMENTS

All proposed pricing must be:

1. Either Line-Item Pricing or Percentage Discount from Catalog Pricing, or a combination of these:
    a. **Line-item Pricing** is pricing based on each individual product or service**.** Each line must indicate the proposer's published "List Price," as well as the "Contract Price."
    b. **Percentage Discount from Catalog or Category** is based on a percentage discount from a catalog or list price, defined as a published Manufacturer's Suggested Retail Price (MSRP) for the products or services. Individualized percentage discounts can be applied to any number of defined product groupings. Proposers will be responsible for providing and maintaining current published MSRP with Sourcewell, and this pricing must be included in its proposal and provided throughout the term of any contract resulting from this RFP.
2. The proposer's not to exceed price. A not to exceed price is the highest price for which equipment, products, or services may be billed to a Participating Entity. However, it is permissible for suppliers to sell at a price that is lower than the contracted price.
3. Stated in U.S. and Canadian dollars (as applicable).
4. Clearly understandable, complete, and fully describe the total cost of acquisition (e.g., the cost of the proposed equipment, products, and services delivered and operational for its intended purpose in the Participating Entity's location).

Proposers should clearly identify any costs that are NOT included in the proposed product or service pricing. This may include items such as installation, set up, mandatory training, or initial inspection. Include identification of any parties that impose such costs and their relationship to the proposer. Additionally, proposers should clearly describe any unique distribution and/or delivery methods or options offered in the proposal.

B. ADMINISTRATIVE FEES

Proposers awarded a contract are expected to pay to Sourcewell an administrative fee in exchange for Sourcewell facilitating the resulting contracts. The administrative fee is normally calculated as a percentage of the total sales to Participating Entities for all contracted equipment, products, or services made during a calendar quarter, and is typically one percent (1%) to two percent (2%). In some categories, a flat fee may be an acceptable alternative.

IV. CONTRACT

Proposers awarded a contract will be required to execute a contract with Sourcewell (see attached template). Only those modifications the proposer indicates in its proposal will be available for discussion. Much of the language in the Contract reflects Minnesota legal requirements and cannot be altered. Numerous and/or onerous exceptions that contradict Minnesota law may result in the proposal being disqualified from further review and evaluation.

To identify any exception, or to request any modification, to Sourcewell's standard Contract terms, conditions, or specifications, a proposer must submit the proposed exception(s) or

requested modification(s) via redline in the Contract Template provided in the "Documents" section of the "Bid Details" page on the Sourcewell Procurement Portal and uploaded as part of its response. Only those exceptions noted at the time of the proposal submission will be considered.
Exceptions must:

1. Clearly identify the affected article and section.
2. Clearly note the requested modification; and as applicable, provide requested alternative language.

Unclear requests will be automatically denied.

Only those exceptions that have been accepted by Sourcewell will be included in the contract document provided to the awarded supplier for signature.

If a proposer receives a contract award resulting from this solicitation it will have up to 30 days to sign and return the contract. After that time, at Sourcewell's sole discretion, the contract award may be revoked.

V. RFP PROCESS

A. PRE-PROPOSAL CONFERENCE

Sourcewell will hold an optional, non-mandatory pre-proposal conference via webcast on the date and time noted in the Solicitation Schedule for this RFP and on the Sourcewell Procurement Portal. The purpose of this conference is to allow potential proposers to ask questions regarding this RFP and Sourcewell's competitive contracting process. Information about the webcast will be sent to all entities that have registered for this solicitation opportunity through their Sourcewell Procurement Portal Vendor Account. Pre-proposal conference attendance is optional.

B. QUESTIONS REGARDING THIS RFP AND ORAL COMMUNICATION

All questions regarding this RFP must be submitted through the Sourcewell Procurement Portal. The deadline for submission of questions is found in the Solicitation Schedule and on the Sourcewell Procurement Portal. Answers to questions will be issued through an addendum to this RFP. Repetitive questions will be summarized into a single answer and identifying information will be removed from the submitted questions.

All questions, whether specific to a proposer or generally related to the RFP, must be submitted using this process. Do not contact individual Sourcewell staff to ask questions or request information as this may disqualify the proposer from responding to this RFP. Sourcewell will not respond to questions submitted after the deadline.

C. ADDENDA

Sourcewell may modify this RFP at any time prior to the proposal due date by issuing an addendum. Addenda issued by Sourcewell become a part of the RFP and will be delivered to potential proposers through the Sourcewell Procurement Portal. Sourcewell accepts no liability in connection with the delivery of any addenda.

Before a proposal will be accepted through the Sourcewell Procurement Portal, all addenda, if any, must be acknowledged by the proposer by checking the box for each addendum. It is the responsibility of the proposer to check for any addenda that may have been issued up to the solicitation due date and time.

If an addendum is issued after a proposer submitted its proposal, the Sourcewell Procurement Portal will WITHDRAW the submission and change the proposer's proposal status to INCOMPLETE. The proposer can view this status change in the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account. The proposer is solely responsible to check the "MY BIDS" section of the Sourcewell Procurement Portal Vendor Account periodically after submitting its proposal (and up to the Proposal Due Date). If the proposer's proposal status has changed to INCOMPLETE, the proposer is solely responsible to:

1. make any required adjustments to its proposal;
2. acknowledge the addenda; and
3. ensure the re-submitted proposal is received through the Sourcewell Procurement Portal no later than the Proposal Due Date and time shown in the Solicitation Schedule above.

D. PROPOSAL SUBMISSION

Proposer's complete proposal must be submitted through the Sourcewell Procurement Portal no later than the date and time specified in the Solicitation Schedule. Any other form of proposal submission, whether electronic, paper, or otherwise, will not be considered by Sourcewell. **Late proposals will not be considered.** It is the proposer's sole responsibility to ensure that the proposal is received on time.

It is recommended that proposers allow sufficient time to upload the proposal and to resolve any issues that may arise. The time and date that a proposal is received by Sourcewell is solely determined by the Sourcewell Procurement Portal web clock.

In the event of problems with the Sourcewell Procurement Portal, follow the instructions for technical support posted in the portal. It may take up to 24 hours to respond to certain issues.

Upon successful submission of a proposal, the Sourcewell Procurement Portal will automatically generate a confirmation email to the proposer. If the proposer does not receive a confirmation email, contact Sourcewell's support provider at support@bidsandtenders.ca.

To ensure receipt of the latest information and updates via email regarding this solicitation, or if the proposer has obtained this solicitation document from a third party, the onus is on the proposer to create a Sourcewell Procurement Portal Vendor Account and register for this solicitation opportunity.

Within the Sourcewell Procurement Portal, all proposals must be digitally acknowledged by an authorized representative of the proposer attesting that the information contained in the proposal is true and accurate. By submitting a proposal, proposer warrants that the information provided is true, correct, and reliable for purposes of evaluation for potential contract award. The submission of inaccurate, misleading, or false information is grounds for disqualification from a contract award and may subject the proposer to remedies available by law.

E. GENERAL PROPOSAL REQUIREMENTS

Proposals must be:

1. In substantial compliance with the requirements of this RFP or it will be considered nonresponsive and be rejected.
2. Complete. A proposal will be rejected if it is conditional or incomplete.
3. Submitted in English.
4. Valid and irrevocable for 90 days following the Proposal Due Date.

Any and all costs incurred in responding to this RFP will be borne by the proposer.

F. PROPOSAL WITHDRAWAL

Prior to the proposal deadline, a proposer may withdraw its proposal.

G. OPENING

The Opening of proposals will be conducted in the Sourcewell Procurement Portal immediately following the proposal due date and time. To view the list of proposers resulting from the opening, verify that the Sourcewell Procurement Portal opportunities list search is set to “All” or “Closed.”

Members of the public may attend the Opening at Sourcewell’s office located at 202 12th Street NE, Staples, MN to hear the results.

VI. EVALUATION AND AWARD

A. EVALUATION

It is the intent of Sourcewell to award one or more contracts to responsive and responsible proposers offering the best overall quality, selection of equipment, products, and services, and price that meet the commonly requested specifications of Sourcewell and its Participating

Entities. The award(s) will be limited to the number of proposers that Sourcewell determines is necessary to meet the needs of its Participating Entities.

Factors to be considered in determining the number of contracts to be awarded in any category may include the following:

1. Total evaluation scores (giving consideration to natural breaks in the scoring of responsive proposals);
2. The number and geographic location of highest-scoring proposers that offer:
   a. A comprehensive selection of the requested equipment, products, or services;
   b. A sales and service network ensuring availability and coverage for Participating Entities' use; and
   c. Other attributes of the proposer or contents of its proposal that assist Participating Entities in achieving environmental and social requirements, and goals.

Information submitted as part of a proposal should be as specific as possible when responding to the RFP. Do not assume Sourcewell has any knowledge about a specific supplier or product.

B. AWARD(S)

Award(s) will be made to the highest-scoring proposer(s) whose proposal conforms to all conditions and requirements of the RFP, and consistent with the award criteria defined in this RFP.

Sourcewell may request written clarification of a proposal at any time during the evaluation process.

Proposal evaluation will be based on the following scoring criteria and the Sourcewell Evaluator Scoring Guide (a copy is available in the Sourcewell Procurement Portal):

Conformance to RFP Requirements	Pass/Fail
Financial Viability and Marketplace Success	50
Ability to Sell and Deliver Solutions	150
Marketing Plan	100
Value Added Attributes	100
Depth and Breadth of Offered Solutions	200
Pricing	400
TOTAL POINTS	**1000**

C. PROTESTS OF AWARDS

Any protest made under this RFP by a proposer must be in writing, addressed to Sourcewell's Executive Director, and delivered to the Sourcewell office located at 202 12th Street NE, P.O. Box 219, Staples, MN 56479. All documents that comprise the complete protest package must be received, and time stamped at the Sourcewell office by 4:30 p.m., Central Time, no later

than 10 calendar days following Sourcewell's notice of contract award(s) or non-award. A protest must allege a procedural, technical, or legal defect, with supporting documentation. A protest that merely requests a re-evaluation of a proposal's content will not be entertained.

A protest must include the following items:

- The name, address, and telephone number of the protester;
- Identification of the solicitation by RFP number;
- A precise statement of the relevant facts;
- Identification of the alleged procedural, technical, or legal defect;
- Analysis of the basis for the protest;
- Any additional supporting documentation;
- The original signature of the protester or its representative; and
- Protest bond in the amount of $20,000 (except where prohibited by law or treaty).

Protests that do not address these elements will not be reviewed.

D. RIGHTS RESERVED

This RFP does not commit Sourcewell to award any contract, and a proposal may be rejected if it is nonresponsive, conditional, incomplete, conflicting, or misleading. Proposals that contain false statements or do not support an attribute or condition stated by the proposer may be rejected.

Sourcewell reserves the right to:

- Modify or cancel this RFP at any time;
- Reject any and all proposals received;
- Reject proposals that do not comply with the provisions of this RFP;
- Select, for contracts or for discussion, a proposal other than that with the lowest cost;
- Independently verify any information provided in a proposal;
- Disqualify any proposer that does not meet the requirements of this RFP, is debarred or suspended by the United States or Canada, State of Minnesota, Participating Entity's state or province; has an officer, or other key personnel, who have been charged with a serious crime; or is bankrupt, insolvent, or where bankruptcy or insolvency are a reasonable prospect;
- Waive or modify any informalities, irregularities, or inconsistencies in the proposals received;
- Clarify any part of a proposal and discuss any aspect of the proposal with any proposer; and negotiate with more than one proposer;
- Award a contract if only one responsive proposal is received if it is in the best interest of Participating Entities; and
- Award a contract to one or more proposers if it is in the best interest of Participating Entities.

E. DISPOSITION OF PROPOSALS

All materials submitted in response to this RFP will become property of Sourcewell and will become public record in accordance with Minnesota Statutes Section 13.591, after negotiations are complete. Sourcewell considers that negotiations are complete upon execution of a resulting contract. It is the proposer's responsibility to clearly identify any data submitted that it considers to be protected. Proposer must also include a justification for the classification citing the applicable Minnesota law. Sourcewell may reject proposals that are marked confidential or nonpublic, either substantially or in their entirety.

Sourcewell will not consider the prices submitted by the proposer to be confidential, proprietary, or trade secret materials. Financial information, including financial statements, provided by a proposer is not considered trade secret under the statutory definition.

08/14/2024

Addendum No. 1
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are there examples of proposals that I could see so that I can ensure that my submission conforms to the expectations.

Answer 1:

In the competitive process, Sourcewell cannot conduct research for, or expressly identify resources that may be relevant to, a proposer. A proposer may review a sampling of past proposals within the current awarded contract documentation available on the Sourcewell website. Navigate to the following address https://www.sourcewell-mn.gov/contract-search and use the list or search functions.

Question 2:

When reading throught [sic] the RFP for this posting, I am wondering if what we offer is in fact a relevant set of products. Is there someone who could confirm for me if what we do is something that could be submitted.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of each proposer to determine the information pertinent to their proposal.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/14/2024, is required at the time of proposal submittal.

08/16/2024

Addendum No. 2
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question and Answer to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Are aftermarket lighting and controls being considered for this contract? Examples: lightbars, warning lights, lighting controls, sirens, speakers etc. that are used in work trucks, Police/Fire/EMS vehicles and off-road vehicles.

Answer 1:

Refer to RFP Section II. B. for the description of the requested equipment, products, and services. Sourcewell is seeking equipment, products, or services that meet the general requirements of the scope of this RFP and that are commonly desired by participating entities. A proposer may submit their complete line of equipment, products, or services that are applicable to the scope of this RFP. It is left to the discretion of each proposer to articulate their ability to serve Sourcewell participating entities. In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. It is left to the discretion of the proposer to determine the applicable content.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/16/2024, is required at the time of proposal submittal.

08/19/2024

Addendum No. 3
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Questions and Answers to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does this RFP replace #032521? If it does not replace #032521, can it be used by sourcewell members in place of #032521 to purchase drivetrain products?

Answer 1:

The Sourcewell RFP is an opportunity independent of any other prior, current, or future RFP. Each proposer, in its discretion, will propose the equipment, products, or services that it deems to fall within Sourcewell's requested equipment, products, and services as described in the RFP. Only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of the solicitation. Each Proposal will be evaluated based on the criteria stated in the RFP.

Question 2:

Can Sourcewell provide the dollar purchase volume history by product category and also provide the dollar purchase volume history by vendor for the existing/previous RFP?

Answer 2:

Sourcewell does not maintain historical data by vertical or geographical region from current or previous contracts. Each proposer is expected to describe their ability to serve Sourcewell participating entities in the United States and Canada. The RFP

anticipated volume is an estimate based on past volumes of similar contracts. It is an estimate only, and no sales or sales volume are guaranteed.

Question 3:

Is this bid just for New York State or are other demographics that need to be covered?

Answer 3:

A proposer is not required to serve every geographic region to be considered for award. Each proposal is evaluated based on the criteria stated in the RFP.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 08/19/2024, is required at the time of proposal submittal.

09/04/2024

Addendum No. 4
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Where can I find the quantity with description of the parts and supplies? We should see the details.

Answer 1:

Sourcewell utilizes a competitive, solutions-based solicitation approach that is not based on detailed specifications, finite quantities, or set locations.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/04/2024, is required at the time of proposal submittal.

09/09/2024

Addendum No. 5
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Does surveillance equipment (cameras, dvrs, GPS, etc.) for on-board vehicles apply to this Sourcewell bid?

Answer 1:

In the competitive process, Sourcewell will not pre-evaluate a proposer's equipment, product, or services offering or advise a proposer on the content of the proposal. Each proposer, in its discretion, will propose the equipment, products, and services that it deems to fall within Sourcewell's requested equipment, products, and services as described in RFP Section II. B. - Requested Equipment, Products or Services. However, only those products within the scope of the RFP will be included in any contract awarded by Sourcewell as a result of this solicitation.

Question 2:

What is the standard of financial information? Our company's first fiscal year ended at August 30, 2024 so we will not have an accountant certified financial report before the deadline. Will internal financial report be sufficient? If not, please let me know what other documentation is acceptable.

Answer 2:

In the competitive process, Sourcewell will not advise a proposer on the content of the proposal. So, it is left to the discretion of each proposer to determine the information necessary to best demonstrate their financial strength and stability and that they are willing to include. The solicitation is a competitive process and proposals are evaluated on the content submitted.

Question 3:

The online pre-proposal conference mentioned you accept bank statements as support for financial viability. How many months of statement do you require?

Answer 3:

See answer to question #2 above.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/09/2024, is required at the time of proposal submittal.

09/18/2024

Addendum No. 6
Solicitation Number: RFP 100124
Solicitation Name: Aftermarket Vehicle Parts and Supplies

Consider the following Question(s) and Answer(s) to be part of the above-titled solicitation documents. The remainder of the documents remain unchanged.

Question 1:

Would Sourcewell be willing to extend the Bid/Tender submission by an additional 2 business weeks to allow bidders more time for research?

Answer 1:

With the availability of the Sourcewell Procurement Portal allowing 24/7 remote access, and the ability to have multiple people working on the response simultaneously, extensions are not typically deemed necessary.

Question 2:

If a bidder submits exceptions to the terms and conditions contained within this bid package, will the bidder's proposal be deemed non-responsive?

Answer 2:

To request a modification to the Master Agreement terms, conditions, or specifications, a Proposer must edit the provided Master Agreement document and submit as part of their submission. All requests for modifications or exceptions are not guaranteed and will be reviewed by Sourcewell.

End of Addendum

Acknowledgement of this Addendum to RFP 100124 posted to the Sourcewell Procurement Portal on 09/18/2024, is required at the time of proposal submittal.

Exhibit No. _____

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

_Genuine Parts Company dba NAPA Auto Parts_____
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company
__2999 Wildwood Parkway Atlanta Ga 30339_____
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Bert Nappier Executive Vice President CFO

Chris Galla Sr Vice President General Counsel and Corp. Secretary_____
Tom Skov Executive Vice President_ _____
Will Stengle President_CEO

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:__X___. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

_Genuine Parts Company dba NAPA Auto Parts
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company

Signed by:
Art Fischer
Signature of Company Authorized Individual
248D401FE8F3495...

_Art Fischer
Print or Type Name of Authorized Individual

Visalia City Council

Staff Report

File #: 25-0753 **Agenda Date:** 5/4/2026 **Agenda #:** 4.

Agenda Item Wording:
Approve a contract for miscellaneous Fleet parts - Approve a contract with Lawson Products to supply small parts, fasteners, hydraulic hoses, clamps, and vehicle repair supplies for the Fleet Division utilizing the Omnia Partners Contract with an annual not-to-exceed amount of $175,000 for an initial term through October 31, 2027, which may be extended for up to two additional one-year terms, to align with the Omnia Parters Contract, with a maximum contract amount of $525,000 over the life of the contract, including extensions.

Agenda Date: 05/04/2026

Prepared by:
Danny Galindo, Public Works Manager, danny.galindo@visalia.gov , 713-4186
Nick Bartsch, Public Works Director, nick.bartsch@visalia.gov ,713-4052

Department Recommendation: Staff recommends that the City Council approve a contract with Lawson Products to supply small parts, fasteners, hydraulic hoses, clamps, and vehicle repair supplies for the Fleet Division utilizing Omnia Partners Contract No. R240804 with an annual not-to-exceed amount of $175,000 for an initial term through October 31, 2027, which may be extended for up to two additional one-year terms, to align with the Omnia Parters Contract, with a maximum contract amount of $525,000 over the life of the contract, including extensions.

Summary:
The Fleet Maintenance Division currently maintains over 700 pieces of equipment, requiring hundreds of small parts (nuts, bolts washers, clips, pins, etc.) for repairs and maintenance to keep a minimum of 98% of the fleet in service. As repairs are completed, the cost of these small parts is internally allocated to the divisions whose vehicles are receiving the work. Timely access to parts is essential to ensure efficient repair and minimize equipment downtime.

Staff currently use Lawson Products, Inc. as the primary vendor for these supplies, and request approval to establish an annual contract with Lawson Products, Inc. piggybacking on Omnia Partners Contract No. R240804.

Background Discussion:
The Fleet Maintenance Division supports over 700 pieces of equipment and performs daily repairs requiring a wide range of small parts. Lawson Products, Inc. provides inventory management services, including stocked bins, which ensures timely access to parts and reduces equipment downtime.

Multiple City divisions utilize this contract, with Fleet being the largest user. Lawson Products, Inc. provides weekly on-site restocking to maintain established inventory levels across the divisions.

Omnia Partners Cooperative Purchasing helps the City save time and money by providing access to competitively solicited, ready-to-use contracts. Cooperative Purchasing is defined by the American Bar Association Model Procurement Code for State and Local Governments as “procurement conducted by, or on behalf of, one or more public procurement units.” Omnia Partners streamlines the purchasing process by issuing national competitive solicitations that meet or exceed local requirements. Because Lawson Products, Inc. is already competitively bid through Omnia Partners, the City is able to utilize that contract to obtain Omnia Partners’ pricing.

Omnia Partners Contract No. R240804 expires October 31, 2027, with an option to extend for up to two additional one-year terms.

Fiscal Impact including annual maintenance and operating costs:
Historical expenditures are as follows:

FY 2023-24 $125,748
FY 2024-25 $146,412
FY 2025-26 $165,609

Expenditures are paid initially out of the Fleet Maintenance Fund. These costs are then charged to the vehicle use department monthly, as incurred.

Prior Council Action: On February 6, 2023, council approved an annual contract with Lawson Products.

Alternatives: None recommended

Recommended Motion (and Alternative Motions if expected):
I move to approve a contract with Lawson Products to supply small parts, fasteners, hydraulic hoses, clamps, and vehicle repair supplies for the Fleet Division utilizing the Omnia Partners Contract with an annual not-to-exceed amount of $175,000 for an initial term through October 31, 2027, which may be extended for up to two additional one-year terms, to align with the Omnia Parters Contract, with a maximum contract amount of $525,000 over the life of the contract, including extensions.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 05/04/2026

Attachments:
Omnia Partners Contract
Pricing
Levine Act

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ **Economic Vitality**	☒ **Organizational Excellence**	☐ **Fiscal Strength**	☒ **Infrastructure & Growth**	☐ **Quality of Life**

Region 4 Education Service Center (ESC)

Contract #R240804

for

Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services

with

Lawson Products, Inc.

Effective: November 1, 2024

The following documents comprise the executed contract between the Region 4 Education Service Center and Lawson Products, Inc., effective November 1, 2024:

I. Vendor Contract and Signature Form
II. Supplier's Response to the RFP, incorporated by reference

CONTRACT

*This Contract ("**Contract**") is made as of November 1, 2024 by and between Lawson Products, Inc. ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposals Number 24-08 for Maintenance, Repair, and Operations (MRO) Supplies, Equipment, and Related Products and Services ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of three (3) years unless terminated, canceled or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for an additional term of up to two (2) years or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. Notwithstanding the forgoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued under the Contract for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall be the RFP, the Offeror's proposal and Best and Final Offer(s).

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract
   ii. Offeror's Best and Final Offer
   iii. Offeror's proposal
   iv. RFP and any addenda

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

   a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

      i. Providing material that does not meet the specifications of the Contract;
      ii. Providing work or material was not awarded under the Contract;
      iii. Failing to adequately perform the services set forth in the scope of work and specifications;
      iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
      v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or

vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. If, for any reason, Contractor fails to fulfill its obligation in a timely manner, or Contractor violates any of the covenants, agreements, or stipulations of this Contract Region 4 ESC reserves the right to terminate the Contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the Contractor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by Contractor will become the property of the Region 4 ESC. If such event does occur, Contractor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

e) Standard Cancellation. Region 4 ESC may cancel this Contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order.

12) Licenses. Contractor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by Contractor. Contractor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the Contract. Region 4 ESC reserves the right to stop work and/or cancel the Contract if Contractor's license(s) expire, lapse, are suspended or terminated.

13) Survival Clause. All applicable software license agreements, warranties or service agreements that are entered into between Contractor and Region 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Contractor shall survive expiration or termination of the Contract for a period of up to one year beyond the term of the Contract.

14) Delivery. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Contractor shall, at its sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Contract. Region 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. Region 4 ESC shall have the authority to conduct random audits of Contractor's pricing at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Contractor's pricing at Contractor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC.

19) Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.

20) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

21) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

22) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.

23) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

24) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

25) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

26) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

27) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

28) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

29) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract and is conditioned on a best effort attempt by Region 4 ESC to obtain appropriate funds for payment of the contract.

30) Indemnity. Contractor shall protect, indemnify, and hold harmless both Region 4 ESC and its administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the Contractor, Contractor employees or subcontractors in the preparation of the solicitation and the later execution of the Contract. Any litigation involving either Region 4 ESC, its administrators and employees and agents will be in Harris County, Texas.

31) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

32) Certificates of Insurance. Certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

33) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing.

Company Name: Lawson Products, Inc.

Address: 8770 W. Bryn Mawr Ave., Suite 900

City/State/Zip: Chicago, IL 60631

Telephone No.: (800) 890-8198

Email Address: government.sales@lawsonproducts.com

Printed Name: Michael Drinane

Title: Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Authorized signature:

Accepted by Region 4 ESC:

Contract No. _R240804_____

Initial Contract Term 11/1/2024 to 10/31/2027

Region 4 ESC Authorized Board Member — Date: 10/29/2024

Linda Tinnerman

Print Name

Region 4 ESC Authorized Board Member — Date: 10/29/2024

Victor E. White

Print Name

Appendix B

TERMS & CONDITIONS ACCEPTANCE FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.

(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

✓ Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:

(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
IV / page 10- Ordering Capabilities	The successful Offeror shall provide an electronic on-line catalogue and have fully operational website that enables on-line ordering by the individual member agencies. Features shall include, product lookup that indicates Region 4 contract price; ability to set PURCHASING AUTHORIZATION LIMITS; ability to download order invoice history reports.	Lawson Products' current e-commerce site does not allow for purchasing authorization limits. Our website does allow on-line ordering by individual member agencies, does include product lookup with OMNIA Partners pricing, and allows the individual member agencies the ability to download order invoice history reports.	
		Accepted	

24-08 Addendum 4
Lawson Products, Inc.
Supplier Response

Event Information

Number:	24-08 Addendum 4
Title:	Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
Type:	Request for Proposal
Issue Date:	5/15/2024
Deadline:	6/27/2024 02:00 PM (CT)
Notes:	Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

NON-MANDATORY PRE-PROPOSAL CONFERENCE

Meeting to be held on
Thursday, May 30, 2024 at 10:00 am CST
via ZOOM. Click here to join.

Offerors are strongly encouraged, but not required to participate in a pre-proposal conference with the Procurement and Operations Specialist.

Contact Information

Address: Finance and Operations
7145 West Tidwell Road
TX 77092
Email: questions@esc4.net

Lawson Products, Inc. Information

Contact: Lisa Castanon
Address: 8770 W. Bryn Mawr Ave., Suite 900
Chicago, IL 60631
Phone: (800) 890-8198
Email: government.sales@lawsonproducts.com
Web Address: www.lawsonproducts.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Michael Drinane
Signature

government.sales@lawsonproducts.com
Email

Submitted at 6/27/2024 10:58:32 AM (CT)

Supplier Note

Thank you for giving Lawson Products the opportunity. If you have any additional questions, please do not hesitate to contact us.

Requested Attachments

OFFER AND CONTRACT SIGNATURE FORM

RFP 24-08 Offer and Contract Signature Form.pdf

Please complete the Offer and Contract Signature Form, located on the Attachments tab, and upload the completed document here.

Appendix B - Terms & Conditions Acceptance Form

RFP 24-08 Appendix B - Terms & Conditions Acceptance Form.pdf

Please complete the Terms & Conditions Acceptance Form, located on the Attachments tab, and upload the completed document here.

Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy

RFP 24-08 Appendix C - Acknowledgment and Acceptance of Region 4 ESCs Open Records Policy.pdf

Please complete the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy, located on the Attachments tab, and upload the completed document here.

Antitrust Certification Statements

Antitrust Certification Statements.pdf

Please complete the Antitrust Certification Statements, located on the Attachments tab, and upload the completed document here.

Certificate of Interested Parties (Form 1295)

1295.pdf

Must complete the form online at: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Texas Government Code 2270 Verification Form

RFP 24-08 Appendix C - Texas Government Code 2270 Verification Form.pdf

Please complete the Texas Government Code 2270 Verification Form, located on the Attachments tab, and upload the completed document here.

RFP 24-08 Market Basket

RFP 24-08 MarketBasket_2024_06_10.xlsx

Please complete the OMNIA Partners - Market Basket, located on the Attachments tab, and upload the completed documents here.

Value Add *No response*

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract. Furniture can be included as a Value-Add, include any fees such as installation, delivery options, setup/cleaning, classroom design/layout, special orders, etc.

Submit FEIN and Dunn & Bradstreet report. W9 and DNB - Credit score Distribution Solutions Group Inc.-DUNS005438890.pdf

Upload FEIN and Dunn & Brandstreet report here.

Diversity Program Certifications *No response*

If there are any diversity programs, provide a copy of their certification.

Minority Women Business Enterprise Certification *No response*

Please upload Minority Women Business Enterprise Certification if applicable.

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification *No response*

Please upload Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification if applicable.

Historically Underutilized Business (HUB) Certification *No response*

Please upload Historically Underutilized Business (HUB) Certification if applicable.

Historically Underutilized Business Zone Enterprise (HUBZone) *No response*

Please upload Historically Underutilized Business Zone Enterprise (HUBZone) if applicable.

Other recognized diversity certificate holder *No response*

Please upload other recognized diversity certificate holder if applicable.

Additional Agreements Offeror will require Participating Agencies to sign. *No response*

Upload any additional agreements offeror will require Participating Agencies here.

OMNIA Partners - Exhibit F Federal Funds Certifications RFP 24-08 OMNIA Partners - Exhibit F Federal Funds Certifications.pdf

Please complete the OMNIA Partners - Exhibit F Response for National Cooperative Contract located on the Attachments tab and upload the completed documents here.

OMNIA Partners - Exhibit G New Jersey Business Compliance RFP 24-08 OMNIA Partners - Exhibit G New Jersey Business Compliance.pdf

Please complete the OMNIA Partners - Exhibit G New Jersey Business Compliance forms, located on the Attachments tab, and upload the completed documents here.

MRO Addendum MRO Addendum 1.pdf

Response Attachments

MRO Addendum 2.pdf

MRO Addendum 2

Certifications_ContractorRelationships.pdf

Certifications_ContractorRelationships

Lawson Products_Region 4 ESC 24-08_Catalog List Price File_42024.xlsx

Lawson Products Catalog List Price

RFP 24-08 OMNIA Partners - Exhibit A Response for National Cooperative Contract_.pdf

Exhibit A Response for National Cooperative Contract

Bid Attributes

1 Oral Communication

Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

☑ I have read and agree.

2 Scope of Work

Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

3 Terms and Conditions

Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance below.

☑ I have read and agree.

4 Products/Pricing - Upload on Response Attachments Tab

Offerors shall provide pricing based on a discount from a manufacturer's price list, or fixed price, or a combination of both with indefinite quantities. Offeror may offer their complete product, and service offering as a balance of line. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apple, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Offerors may elect to limit their proposals to any category or categories. The discount proposed shall remain the same throughout the term of the contract and at all renewal options. Price lists must contain the following: (if applicable)

- Manufacturer Part #
- Offeror's Part # (if different from manufacturer part #)
- Description
- Manufacturers Suggested List Price and Net Price
- Net price to Region 4 ESC (including freight)

5 Is pricing available for all products and services?

☑ Yes

☐ No

6 Shipping Costs

Describe any shipping and/or delivery charges including the methodology for when said charges will be calculated for (1) orders placed on the Offerors website; (2) orders picked up at the retail store/storefront location; (3) orders delivered by supplier employees.

All standard orders, regardless of the delivery method, will be prepaid freight, FOB destination. Customers who request expedited orders will have quoted freight charges. All expedited freight charges are calculated based on the carriers estimate.

7 Warranty Pricing

Provide pricing for warranties on all products and services.

Lawson Products does not charge for warranty, we extended a limited warranty or the manufactures' warranty. Limited warranty: all products sold are warranted by Lawson only to customers for: (i) resale; or (ii) use in business, government or original equipment manufacturer. Lawson warrants products against defects in materials and workmanship under normal use for a period of one (1) year after the date of purchase from Lawson, unless otherwise stated. Provided that Lawson accepts the product for return during the limited warranty period, Lawson may, at its option: (i) repair; (ii) replace; or (iii) refund the amount paid by customer. Customer must return the product to the appropriate Lawson location, as designated by Lawson, shipping costs prepaid. Lawson's repair, replacement, or refund of amounts paid by customer for the product, shall be customer's sole and exclusive remedy.

8 Describe any return or restocking fees.

Lawson has a standardized return policy. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local Sales Rep. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson will credit the customer immediately. If you are not satisfied with a product, please contact us. We will promptly provide an exchange or refund for products returned (except for custom and hazardous materials) within 90 days of shipment that are in original packaging, in standard package quantity, in resalable condition and with proof of purchase from Lawson Products. Restocking fees may apply for items returned that are not in the standard package quantity, original packaging or in resalable condition or that have not been assigned an RMA. Restocking fees are to be applied for all returns over 90 days. The restocking fee is 25% or a $10 min. of the net value.

9 Describe any installation charges and when they are applicable.

Lawson Products does not charge installation fees for core or vendor managed inventory cabinets and accessories. On non-core products if installation is required, the installation cost will be included in the quote to the customer.

10 Discounts or Rebates

Describe any additional discounts, special offers, promotions or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.

Lawson Products offers a 1% discount if invoices are paid within 10 days, excluding credit cards. Additionally, Lawson Products offers additional discounts based large orders or high use items on a case by case basis. For OMNIA Partner customers utilizing the Region 4 ESC contract, Lawson Products is offering a tier rebate back to dollar one, in the form of a check or product credit, based on the 12 month spend per agency per contract term on all Lawson Product sales. $30,000 to $49,999 qualifies for a 2% rebate $50,000 to $74,999 qualifies for a 3% rebate $75,000 to $99,999 qualifies for 4% rebate Over $100,000 qualifies for 5% rebate

11 Verification of Contract Pricing

Describe how customers verify they are receiving Contract pricing.

All customer facing documents will denote the aligned OMNIA contract number. When an agency registers on Lawsonproducts.com, they will be able to see all contract pricing. Lawson Products audits aligned agencies allowing for us to verify that they are receiving the correct pricing and applicable discounts.

12 Describe invoicing process. Include payment terms and acceptable methods of payment outlining any associated fees pertaining to credit card/p-cards.

Lawson Products' policy is to invoice orders within 24 hours of the complete shipment of the order. Lawson Products offers consolidate invoices, allowing product to ship from multiple locations and still providing a single invoice per purchase order, upon request. An invoice will be generated when the final items of the order ships. Invoices can be mailed or sent electronically via email. Payments can be remitted electronically or via mail and the customer can benefit with a 1% discount if payment is made within 10 days (excluding credit cards); otherwise, net 30 days. There is no additional fees associated to credit card or p-card orders.

13 **Frequency of Pricing Updates**

Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category discounts should not change over the term of the Contract.

Lawson Products endeavors to maintain pricing for a period of six months from the effective date of the Agreement. In circumstances where Lawson Products absorbs cumulative cost increases equal to or in excess of 6% on any individual item within the term of the Agreement, Lawson Products reserves the right to review and adjust any affected item(s). Nationally branded items with pricing established by the manufacturer shall be exempt from price holds and pricing cannot be guaranteed for any period of time on those items. All price increase will be sent to Region 4 ESC for approval. Lawson Products confirms that the category discounts will held for the term of the contract.

14 **Describe how future product introductions will be priced and align with Contract pricing proposed.**

As Lawson Products continues to add new items and suppliers to our core product line, these items will be priced and aligned to the current contract category discounts.

15 **Not to Exceed Pricing**

Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary structure is not acceptable.

16 **Proposed category discounts should remain the same for at least a minimum of the first 12 months after the contract award. All pricing must be verifiable and auditable from the date of the contract award.**

17 **Federal Funding Pricing**

Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may use, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit.

☑ Agree

☐ Disagree

18 **Appendix D, Exhibit A, OMNIA Partners Response for National Contract**

Include a detailed response to Appendix D, Exhibit A, OMNIA Partners Response for National Cooperative Contract. Responses should highlight experience, demonstrate a strong national presence, describe how Offeror will educate its national sales force about the Contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.

19 **Appendix D, Exhibit B, OMNIA Partners Administration Agreement**

The successful Offeror will be required to sign Appendix D, Exhibit B, OMNIA Partners Administration Agreement prior to Contract award. Offerors should have any reviews required to sign the document prior to submitting a response. Offeror's response should include any proposed exceptions to OMNIA Partners Administration Agreement on Appendix B, Terms and Conditions Acceptance Form.

20 **Appendix D, Exhibits F and G**

Include completed Appendix D, Exhibits F. Federal Funds Certifications and G. New Jersey Business Compliance.

21 **Describe how Offeror responds to emergency orders.**

Lawson Products has a 24-hour emergency phone number (1-800-890-8198) that an entity can contact during an emergency or disaster recovery. Lawson Products will allow for customers to pick up at the distribution centers or will work with third party priority carrier to get product to the end user in the quickest and economical way as possible. The dedicated toll-free number for government customers is 1-800-890-8198.

22 **What is Offeror's average Fill Rate?**

Lawson Products maintains a 98-99% fill rate on stock items and ships 99% of all products within 24 hours from four strategically located distribution centers in the United States.

23 **What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

Customers should expect an average lead time of 24-48 hours from Lawson Products for stock items. Lawson Products, on average, ships 99% of all lines complete, within 24 hours. For items not in stock on date of purchase, most items are replenished in 2-4 business days and shipped within 24 hours of the restock. If an item is out of stock, customer will be notified by their local representative by email and will be given an estimated time of arrival. Lawson Products does not force substitutions on items if they are not available, however alternative items could be suggested if the customer is interested.

24 **Describe Offeror's return and restocking policy.**

Lawson Products has a standardized return policy. If you are not satisfied with a product, please contact us. We will provide an exchange or refund for products returned (except for custom and hazardous materials) within 90 days of shipment that are in original packaging and in resalable condition. Lawson Products will honor manufacturer warranty if greater than our 90 day standard warranty. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately. Restocking fees may apply for items returned that are not in the standard package quantity, original packaging or in resalable condition or that have not been assigned an RMA. Restocking fees are to be applied for all returns over 90 days. The fee is 25% or a $10 min. of the net value.

25 **Describe Offeror's ability to meet service and warranty needs.**

By contacting the governement sales team at 1-800-890-8198, Lawson Products will honor manufacturer warranty if greater than our ninety-day standard warranty. Returns must have a Return Material Authorization (RMA), which can be obtained through email, customer service, or your local sales representative. RMA's and pre-paid shipping labels will be provided to the customer. Once the products are returned, Lawson Products will credit the customer immediately.

26 **Describe Offeror's ability to provide on-site and/or online training and education programs/seminars.**

Lawson Products has technical specialists, safety consultants, and engineering support resources that are available at no cost to the end user to help identify potential problems or proactive solutions to the end user. These product specific team members are able to do site visits, customized training, and audits at no additional charge. Additionally, our strategic suppliers offer training on line and in person upon request.

27 **Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

Lawson Products is committed to the utmost quality of its products and services. If there is any question, issue, or default in those provided, we will work to resolve the issue in the most efficient and effective manner possible. Customer needs to reach out to the dedicated government support team. Lawson Products' Government Customer Support Team is available 6:00 AM to 8:00 PM, CST; Monday-Friday at 1-800-890-8198 or via email government.sales@lawsonproducts.com and fax for resolution. Additionally, their dedicated Field Sales Representative or Government Sales Account Manager can resolve any concerns, too.

28 **Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

Lawson Products policy is to invoice orders within 24 hours of the complete shipment of the order. Lawson Products offers consolidate invoices, allowing product to ship from multiple locations and still providing a single invoice per purchase order. An invoice will be generated when the final items of the order ships. Invoices can be mailed or sent electronically via email. Payments can be remitted electronically and the customer can benefit with a 1% discount if payment is made within 10 days (excluding credit card orders); otherwise, net 30 days. There is no additional fees associated to credit card or p-card orders.

29 **Describe Offeror's contract implementation/customer transition plan.**

Lawson Products will implement the new contract by partnering with OMNIA Partners marketing team to approve our press release and social media posts to announce the new contract award. Our marketing team, lead by Deanie Sweeney in conjunction with her counterpart at OMNIA Partners will update all customer facing literature with the details of the new contract. Since the pricing will remain the same as of our current contract, the impact to current agencies will be minimal. Upon award of the new OMNIA Partners Region 4ESC contract, Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency. Lawson Products will update our customized OMNIA Partners internal training modules to reflect the new contract. Additionally, Lawson Products will update the landing page on Lawsonproducts.com to reflect the approved terms and conditions of the new awarded contract. Our senior leadership will send out an internal announcement to our entire company letting them know about the new award and direct the sellers to take the updated training modules. Our government sales team will work with inactive accounts and declining accounts to inform them of the new award and work to reengage the customer by aligning them to the OMNIA contract. The Director of Government Sales will meet with each of the Regional Directors to help them understand the impact and potential for growth in their regions. The Government Sales Account Manager will attend each of the district team sales calls to ensure the message of the new contract, benefits of the contract, and reinforce the OMNIA Connect platform is being understood by all of the field sellers. Lisa Duran, Contracts and Implementation Manager, will work in partnership with the field sellers to identify new customers and existing customers to ensure that we are informing them of the new terms and conditions of our award. Specifically, Lisa Duran will work to make sure that the customers understand the rebate requirements and we work to help them met the new threshold.

30 **Describe the financial condition of Offeror.**

Lawson's financial position is strong and has shown a trend of continuous improvement for several years. Our historical net sales are as follows: 2021 $417,730,000 (18.8%) 2022 $442,660,000 (5.7%) 2023 $468,379,000 (5.8%) During 2023, Lawson generated Adjusted EBITDA of $63.7 million, an increase of 108.2% or $33.1 million from the same period a year ago primarily due to $18.5 million of Adjusted EBITDA in the first quarter of 2023 with no comparable amount in 2022 due to the inclusion of Lawson operations beginning on the Merger Date and not including any Lawson operations prior to the Merger Date and increased revenue and gross profit margin partially offset by an increase in Selling, general and administrative expenses. Lawson holds Dun & Bradstreet number 00-543-8890. Below is Lawson's Dunn & Bradstreet report segmented. Please see electronic file for the full report.

31 Describe Offeror's ordering capabilities for Participating Public Agencies.

Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality including the following features: product lookup, ability to set authorization limits, and ability to download order invoice history reports.

Purchasing entities will have access to www.lawsonproducts.com, where the customer will be able to register with the OMNIA Contract, place orders, track orders, and create personal list for high use items. Additionally, Lawson Products' website provides status for orders placed online, as well as order history for all orders placed online. Lawson Products has a true B2B/B2G website where multiple users can be associated with the same account number if requested. Lawson Products continues to upgrade and add features to make the end users' experience easier and more efficient. Currently, Lawson Products is testing Workflow Management System (WfMS), a system that defines, creates, and manages the execution of workflows using software, users can build carts, hold carts, and approve online shopping carts by designated users. We connect with virtually every e-procurement and punch out system, including OPUS, JAGGAER, SAP Ariba, Coupa, Oracle, and more. Obtain easy access to products, pricing, and personalized E-Quotes from your procurement system.

32 Describe the Offeror's safety record.

Lawson Products' safety is an important competent of our Vision, Mission and Values commitment. Lawson Products promises to create and maintain a safe and healthy work environment, free of hazards, for all employees; minimize the possibility of injury; protect our equipment and other assets from accidental losses; and protect the public and environment from injury or damage as a result of our operations. Our safety records as of the last three years is provided below: 2021 TRIR: 0.69 LWCIR: 0.35 DART: 0.58 FATALITY: 0 WORK HOURS: 3,477,789 EMR: 1.08 2022 TRIR: 0.69 LWCIR: 0.29 DART: 0.51 FATALITY: 0 WORK HOURS: 3,507,581 EMR: 1.34 2023 TRIR: 0.82 LWCIR: 0.35 DART: 0.64 FATALITY: 0 WORK HOURS: 3,412,387 EMR: 1.39

33 Describe Offeror's green or environmental initiatives or policies.

Lawson Products embraces the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs, and promotes a positive corporate culture. Lawson Products sustainability core team includes Rick Pufpaf, VP, Compensation & Benefits and Chief Compliance Officer, Heather Buck, Senior Director, Technical Services and Product Information Management, & Nick Del Vecchio, Manager, Safety. Through a broad mix of initiatives, Lawson Products is increasingly focused on how to operate more visibly as a "green" company. Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations. Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements.

34 Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.

Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Lawson Products has a Diversity and Small Business Initiative to partner with Certified Firms. Lawson Products works with minority, women, veteran, service-disabled veteran owned businesses. Lawson Products has been actively seeking value-added diversity and small business partners, where Lawson Products can help mentor the small business and allowing them to service the end user. Lawson Products solicits new Certified Firms for subcontracting by: •Landing page https://www.lawsonproducts.com/resources/small-business •Recommendations from field representatives, or customers •Connecting on social media, Linked In, or State specific websites. •Attending Diversity and Small Business trade shows. Currently, Lawson Products has several options of Diverse or Small businesses by state that can meet this requirement for agencies offering the small business the same discounts as to the direct agency.

35 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007.Lawson Products corporate office is still located in Chicago, IL.

36 **Describe Offeror's reputation in the marketplace.**

Lawson Products is known for our high touch and vendor managed inventory approach to serving our customers. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. According to the MDM Top Distribution Lists for 2024, (mdm.com/top_distributors), Distribution Solutions Group parent company of Lawson Products was ranked #25 on the Top Industrial Supplies Distributors, #18 on th e Top MRO Industrial Distributors, and #12 on the Top Fastener Distributors. On Procurated, (procurated.com) Lawson Products has an overall rating of 4.4 out of 5 with 34 reviews.

37 **Describe Offeror's reputation of products and services in the marketplace.**

Lawson Products is sole supplier of private labeled brands that are maintenance engineered products to perform as well or better than our competition. These brands are unique to Lawson and manufactured to our specifications. These brands include, but are not limited to: Tru-Torq and Tuff-Torq fasteners, Regency cutting tools, Blue-Kote abrasives, Supertanium cutting tools, Cronatron welding consumables, Falcon Grip, and Drummond chemicals. These products will not be found in the market place and simply out perform the competitors. Lawson Products is known for our go to market strategy of Vendor Managed Inventory and our high touch service for all customers.

38 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who use authorized affiliates are responsible for ensuring authorized affiliates are preforming in accordance with the contract.

Lawson Products is owned by Distribution Solutions Group, our sister companies we would like to add as affiliates. Kent Automotive S&S Automotive Test Equity GexPro Services Emergent Safety Solutions Hisco Supply Additionally, our small business partners Bravia Services SDVO Mavich Woman and Minority Alabama Industrial Minority Lawson Products will house all the affiliates on the OMNIA homepage of Lawsonproducts.com. Lawson Products will update the affiliate list monthly or as needed. Lawson Products will work with the sister companies to ensure reporting and fees are paid per the contract. Our small business partners, Lawson Products will be responsible for their fees and reporting.

39 **Describe the experience and qualifications of key employees.**

Dr. Ellen Holditch, Director of Government Sales, Lawson 2 yrs, 32 yrs industrial MRO experience Lisa Castanon, Mgr, Government Contracts and Compliance, Lawson 25 yrs, 32 yrs of public sector contracts Lisa Duran, Government Contracts and Implementation Mgr, Lawson 2 yrs, 26 yrs of pertinent experience Jeannie Dentamaro, Mgr of Government Sales Operations, Lawson 14 yrs, 18 yrs of public sector operations and marketing experience Deanie Sweeney, Government Programs Mgr and Marketing, Lawson 5 yrs, 20 yrs of marketing experience Amanda Benson, Government Contract Coordinator, Lawson 12 yrs 10 year of contract experience Sandy Ostrom, Government Contract Coordinator, Lawson 9 yrs, 3 yrs of contract experience Doug Antilla, Mgr, Government Sales, West, Lawson 12 yrs, 15 yrs sales experience with public sector Cole Busch, Mgr, Government Sales East, Lawson 7 yrs, 15 yrs of pertinent experience

40 **Describe Offeror's experience working with the government sector.**

Lawson Products has been selling into government agencies for over 50 years. Lawson Products was awarded its first GSA schedule in 2001. With the TCPN award in 2015, Lawson Products invested in creating a team to focus on government accounts. These leaders are responsible for 2-6 States for educating field sellers & customers on our government cooperatives & our capabilities to service the government & education segment. In 2022, Dr. Ellen Holditch was hired to lead the Government segment. Dr. Holditch brings over 32 years of industrial sales experience with 20 years dedicated to working with Government agencies. Lawson Products expanded coverage of our layered resources to all 50 states & Canada in 2023. Lawson Products continues to add new purchasing vehicles, including eCommerce connections making it easier for our customers to do business with us. In 2024, Lawson Products connected with the OPUS platform & has been partnering with the OPUS team to sign up new members daily.

41 **Describe past litigation, bankruptcy, reorganization, state investigations of entity/supplier or current officers and directors.**

Please find the link to Lawson Products' SEC 10K filing for information pertaining past litigations. Lawson Products has not filed for bankruptcy, had a reorganization, or state investigations of Lawson Products or current officers and directors. https://investor.distributionsolutionsgroup.com/static-files/085115b1-2c02-41a8-9b3a-731dc41a8353

42 **References**

Provide a minimum of 10 customer references relating to the products and services within this RFP. Include entity name, contact name and title, contact phone and email, city, state, years serviced, description of services and annual volume.

Northside Independent School District, Michael Butler, Vehicle Maintenance Supervisor, (210) 397-0880, Michael.butler@nisd.net, San Antonio, TX, 13+ years, Vendor Managed Inventory (Maintenance, Repair and Operations) $18k+/ Conroe Independent School District, Carl Klein, Fleet Manager, (936) 709-5972, cklein@conroeisd.net, Conroe, TX, 4+ years, Vendor Managed Inventory (Maintenance, Repair and Operations) $25k+/ CAVIT Schools, Anna O. Carreon, CAVIT Business Manager, (520) 423-2992, acarreon@cavitschools.org, Coolidge, AZ, 1+ year, Vendor Managed Inventory (Maintenance, Repair and Operations) $574k+/ City of Lakewood, James Lamkin, Lead Fleet Technician, (303) 987-7795, jamlam@lakewood.org, Lakewood, CO, 13+ years Vendor Managed Inventory (Maintenance, Repair and Operations), $91+/ Mississippi Department of Transportation, Jacquelin Glover, Purchasing Accountant, (662) 563-4541, jglover@mdot.ms.gov, Batesville, MS, 11+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 50k+/ Anne Arundel County DPW, Chip Yaniga, Team Manager Utilities Mechanical Maintenance, (410) 222-3676, pwyani32@aacounty.org Millersville, MD, 10+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 38k+/ Sunbelt Rentals, Chuck Woytek, Branch Manager, (240) 484-3284, chuck.woytek@sunbeltrentals.com, Upper Marlboro, MD, 10+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 75k+/ Trinity Metro, James Campbell, Procurement Manager, (817) 215-8711, james.campbell@ridetm.org, Fort Worth, TX, 3+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 50k+/ Prosper Independent School District, Teri Mapengo, Director of Transportation, (469) 219-2065, tlmapengo@prosper-isd.net, Prosper, TX, 8+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 10k+/ Frisco Independent School District, Bill McGrath, Parts Manager Transportation West, (469) 633-6005 ext 76142, mcgrathw@friscoisd.org, Frisco, TX, 2+ years, Vendor Managed Inventory (Maintenance, Repair and Operations), 46k+

43 **Value Add**

Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.

Lawson Products is in an expansion phase of our current catagories and we will continue to add and expand our offering. Lawson Products has committed to the OPUS platform and is currently working with the OPUS team to get OMNIA customers aligned to the OPUS platform. For OMNIA Partner customers utilizing the Region 4 ESC contract, Lawson Products is offering a tier rebate back to dollar one, in the form of a rebate check or product credit, based on the 12 month spend per agency per contract term on all Lawson Product sales. $30,000 to $49,999 qualifies for a 2% rebate $50,000 to $74,999 qualifies for a 3% rebate $75,000 to $99,999 qualifies for 4% rebate Over $100,000 qualifies for 5% rebate

44 **Competitive Range**

It may be necessary to establish a competitive range. Factors from the predetermined criteria will be used to make this determination. Responses not in the competitive range will not receive further award consideration. Region 4 ESC may determine establishing a competitive range is not necessary.

45 **Past Performance**

An Offeror's past performance and actions are relevant in determining whether or not the Offeror is likely to provide quality goods and services; the administrative aspects of performance; the Offeror's history of reasonable and cooperative behavior and commitment to customer satisfaction; and generally, the Offeror's businesslike concern for the interests of the customer may be taken into consideration when evaluating proposals, although not specifically mentioned in the RFP.

46 **Additional Investigations**

Region 4 ESC reserves the right to make such additional investigations as it deems necessary to establish the capability of any Offeror.

47 **Supplier Response**

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

48 **Brief history and description of Supplier to include experience providing similar products and services.**

Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007.?Lawson Products corporate office is still located in Chicago, IL. While Lawson Products started with fasteners, we continue to expand and grow the breadth of our product line with the changing of the times and the needs of our customers. In 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the 3 specialty-distribution, industry-leading businesses continue to operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources, and various technology across the platform. Today, Lawson Products continues to value the entrepreneurial spirit, results-driven attitude, and integrity of its employees & customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs. Currently, Lawson Products is actively servicing about 600 customers with OMNIA Partners with annual revenue just over $13 million.

49 **Total number and location of salespersons employed by Supplier.**

Lawson Products has approximately 1,786 employees, 1,112 field sales representatives, 332 corporate including phone agents, and 342 warehouse.

50 **Number and location of support centers (if applicable) and location of corporate office.**

Lawson Products corporate office is at 8770 W. Bryn Mawr Ave. Suite 900, Chicago, Il. 60631. Lawson Products has support centers located in our corporate office and in our four Distribution Centers: Suwanee, GA, McCook, IL, Dallas, TX, Reno, NV.

51 **Annual sales for the three previous fiscal years.**

$417,730,000

52 **Annual sales for the three previous fiscal years.**

$442,660,000

53 **Annual sales for the three previous fiscal years.**

$468,379,000

54 **Indicate if supplier holds any certifications and include proof of such certification.**

Minority Women Business Enterprise

☐ Yes

☑ No

55 **If yes, list certifying agency:**

No response

56 **Indicate if supplier holds any certifications and include proof of such certification.**

Small Business Enterprise (SBE) or Disadvantaged Business Enterprise

☐ Yes

☑ No

57 **If yes, list certifying agency:**

No response

58 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business (HUB)

☐ Yes

☑ No

59 **If yes, list certifying agency:**

No response

60 **Indicate if supplier holds any certifications and include proof of such certification.**

Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes

☑ No

61 **If yes, list certifying agency:**

No response

62 **Indicate if supplier holds any certifications and include proof of such certification.**

Other recognized diversity certificate holder

☐ Yes

☑ No

63 **If yes, list certifying agency:**

No response

64 Contractor Relationships

List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Bravia Services SDVO Mavich Hispanic Woman Owned Alabama Industrial Minority Owned

65 Describe how supplier differentiates itself from its competitors.

Lawson Products has agility and the flexibility to be able to work with our customers how they would like for us to work with them. We provide a high touch and vendor managed inventory approach to serving our customers of all sizes. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. All customers will be assigned a Lawson Products sales representative that is: technically trained, operationally trained, and focused on equipment uptime.

66 Felony Conviction Notice

Indicate if the supplier:

- is a publicly held corporation and this reporting requirement is not applicable;
- is not owned or operated by anyone who has been convicted of a felony; or
- is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

☐ publicly held corp. & reporting is not applicable

☑ not owned/operated by who has felony conviction

☐ is owned or operated by an individual(s) who has

67 Debarment or suspension actions

Describe any debarment or suspension actions taken against supplier.

N/A

68 Distribution, Logistics

Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Fastening Systems (nuts, bolts, screws) – 22% Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14% Fluid Power (hoses and fittings) – 13% Chemicals (adhesives, coatings, paints, drain maintenance) – 11% Electrical (adapters, wire, connectors, battery maintenance) – 10% Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7% Safety (personal protective equipment, apparel, sighs, logout tag-out) – 6% Welding and Metal Repair (welding tools, helmets and accessories) – 2% Other (shop supplies and hand tools) – 15% Lawson Products continues to add to our core product line monthly and has the ability to source line extension, one time purchases, and other items as required by our customer.

69 Distribution

Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lawson Products services all 50 States, US territories, and Canada. Lawson Products is able to service all 50 states through our state of the art distribution centers strategically placed in 4 locations. Lawson Products has six state-of-the-art distribution centers across the U.S. and Canada. Lawson Products ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center. Lawson Products ships FOB Destination for standard shipping methods. Lawson Products can guarantee next day delivery in an emergency utilizing air freight services, for an additional cost to the customer, if necessary. Lawson Products Distribution Centers are fully stocked. Lawson Products Customer Pick-Up service in an emergency to pick up the necessary parts is available at our Distribution Centers through our will-call window.

70 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

71 **Distribution**

Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

Lawson Products has strict compliance with regard to ensuring OMNIA Partners' participants obtain accurate, contractual pricing from the time an account is established with Lawson Products. New account creation protocol requires our Lawson Products field sales representatives work through our Government Operations Team to ensure proper and comprehensive set-up of all OMNIA Partners' requiring new Lawson Products accounts at the account level. The Government Operations Team then verifies the customer against the OMNIA Partners' participant list to determine if they are a bona fide member of the cooperative. The account request is then associated with correct Region 4 ESC / OMNIA Partners pricing and is grouped together, with the Lawson Products contract code for OMNIA Partners' participants' accounts for the purposes of reporting. On the first business day of the week, Lawson audits the prior week's new accounts using a customized report to target potential problematic areas (i.e., improper pricing or inexact report tagging). Any incorrectly identified accounts are gathered and corrected. Internal service-level agreements between the departments responsible for auditing and fixing errors assure a 24-hour turnaround time and in most cases, do not exceed a 2-hour timeframe. The report is then re-run on the second day of the week for those now corrected accounts to confirm completeness and correctness. Monthly reports to OMNIA Partners are identified and timed in advance and are managed through our contract management system to ensure timeliness of reporting and remittance of the administrative fee. Lawson has the ability to create reporting for OMNIA Partners' participants on an ad hoc, monthly, quarterly or annual basis. Reporting can include the following: • Cost savings reports • Product usage reports • Comparison reports over time (e.g. year-over-year, month-over-month) • Fill rate reports • Monthly contract sales reporting Participating Agencies will see the OMNIA Partners contract number on all customer facing invoices, ensuring that the customer is aligned to the contract.

72 **Logistics**

Identify all other companies that will be involved in processing, handling or shipping the products/services to the end user.

Lawson Products handles all of the processing of our orders. We partner with UPS as our main shipping provider for small packages and with R&L Carriers for our LTL shipments.

73 **Logistics**

Provide the number, size and location of Supplier's distribution facilities, warehouses and retail networks as applicable.

Lawson Products has four distribution centers strategically placed in the United States and several in Canada. The United States sites are: •Suwanee, GA- 102,000 sq ft •McCook, IL- 300,000 sq ft •Dallas, TX - 179,400 sq ft • Reno, NV-110,000 sq ft

74 **Marketing and Sales**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

- Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days.
- Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days.

With the full support of Lawson Products' Government Sales Account Managers, sales leaders, and executive leaders, our marketing program will be implemented quickly. The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing OMNIA Partners Region 4 ESC MRO contract will be an asset to another contract implementation. Within the first 30 days, Lawson Products will update and create new marketing material. The distribution of our co-branded marketing materials will be delivered to public sector customers and prospects via the following channels/platforms: 1. In person via our direct sales force of over 1,000+ sales representatives and managers 2. Digitally on our website and through our direct marketing email program 3. Broad-based marketing using tactics like advertising and tradeshow 4. Co-branded marketing in partnership with OMNIA Partners including OPUS The focus of the marketing communications will be segmented according to the following audiences to ensure appropriate messaging and call-to-action: Public agencies utilizing or pigging backing on Lawson's existing Region 4 ESC contract Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership with OMNIA Partners New public agencies not currently doing business with Lawson Days 1-10: Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program. Release co-branded press release to trade and public sector procurement publications with the approval of OMNIA marketing team. Additionally, post on social media sites the new award details. Confirm existing registration at key national and regional tradeshows for NIGP, NAEP, NPI. Extend registration to other regional tradeshows as determined by OMNIA Partners development contact and Lawson Products Director of Government Sales. Continue to Partner with OMNIA Partners on joint author articles and blog promoting Lawson Products and OMNIA Partners. Set goals for existing account growth and new account conversion to OMNIA Partners by sales district Engage the Contracts and Implementation manager for team meetings and updates on progress to OMNIA Partners contact. Days 11-45 Update all existing marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use Update OMNIA Partners section on Lawson's intranet site to reflect new award details Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (lawsonproducts.com/resources/omnia-partners). The site will clearly inform public sector customers on the dedicated phone and email for them. Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement Create framework for email program to all of Lawson's public sector email subscribers Identify case study participants and begin working accordingly with willing agencies Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements) Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.) Days 46-90 and beyond Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers Rollout email program, case studies, PR engagements and product marketing flyers

75 **90-day Plan**

Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

- Creation and distribution of a co-branded press release to trade publications
- Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days.
- Design, publication and distribution of co-branded marketing materials within first 90 days
- Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

- Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.
- Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
- Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
- Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:
  •OMNIA Partners standard logo;
  •Copy of original Request for Proposal;
  •Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
  •Summary of Products and pricing;
  •Marketing Materials
  •Electronic link to OMNIA Partners' website including the online registration page;
  •A dedicated toll-free number and email address for OMNIA Partners

The first 90 days after award are critical in creating alignment & engagement among our corporate support departments & 1,000+ field sales representatives & sales leaders. Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, & executive leaders will be the primary individuals responsible for setting the go-to-market strategy & ensuring its consistent & continuous execution. Below is the 90-day plan describing the strategy to immediately implement with Lawson's sales organization & corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies. OMNIA Partners Region 4 ESC is Lawson Products preferred contract. As such, this implementation will have priority for the entire company. Days 1-10: Announcement of award & describing key implementation tactics to follow from executive leadership, including CEO, Cesar Lanuza & CCO, Greg Wright, using inter-company communications platforms & media: Stand-alone email announcement "Sales News" newsletter announcement Message on homepage of Lawson Central, Lawson's intranet Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform Announcement on lawsonproducts.com, social media, & press release about the new awarded contract which will include links to the OMNIA Partners landing page on Lawsonproducts.com with contract details & dedicate contact information. Work with OMNIA Partners' development team & sales managers to collaborate on implementation strategy for the contract overall & separately by SLED segments, including communication plan & training best practices. Internal Teams calls specific to each department regarding their role in supporting the Region 4 ESC contract. Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation & revised marketing materials Assign regional sales managers, district sales managers & field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training & education platform. State & local sales education curriculum includes: Selling the lead agency & cooperative procurement model Compliance to contract terms & conditions Understanding the public procurement process Positioning Lawson Products in public sector accounts Days 11-45: Load latest OMNIA Partners' participant list into customer management system (CRM) for assignment to individual regional sales managers, district sales managers & field sales representatives Send district managers & field sales representatives supporting marketing tools, including flyers & brochures that specifically promote the Region 4 ESC contract with Lawson Products Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers & district sales managers Deploy government sales account managers to each district to assist district managers & field sales representatives with opening new accounts & transitioning existing eligible public sector accounts to the Region 4 ESC contract Work with the Marketing Team on registering & participating with OMNIA Partners at all NIGP, NPI, & others as recommended by OMNIA. Days 46-90: Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, & reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability) Monitor & measure conversion of new accounts to the Region 4 ESC agreement Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users & OMNIA Partners' participants Follow-up with OMNIA Partners' development & sales teams to gauge success & determine next steps

76 **Transition**

Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

OMNIA Partners is our preferred public sector contract and the only one we have specific, required contract training for all of our field sellers. While we have other national, regional and local contracts, they are for a specific customer's requirements (TIPS, BUYBOARD, PSA, AEPA, 1GPA, NASPO Professional Tools). The sum of our smaller contracts is less than $1 Million. OMNIA Partners in 2023 was $13,460,946. Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency.

77 **Logo**

Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

☑ Yes

☐ No

78 **Sales**

Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

- Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency
- Best government pricing
- No cost to participate
- Non-exclusive

☑ Yes

☐ No

79 **Training**

Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

- Key features of Master Agreement
- Working knowledge of the solicitation process
- Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners
- Knowledge of benefits of the use of cooperative contracts

☑ Yes

☐ No

80 **Responsibility**

Provide the name, title, email and phone number for the person(s), who will be responsible for:

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support- Michael Drinane - VP- Strategic Accounts, Government and Segment Sales, mike.drinane@lawsonproducts.com, 773-304-5360 Marketing- Deanie Sweeney- Government Programs Manager, deanie.sweeney@lawsonproducts.com, 404-421-7654 Sales -Ellen Holditch, Director of Government Sales, ellen.holditch@lawsonproducts.com, 817-399-9797 Sales Support- Jeannie Dentamaro- Manager of Government Team Operations, jeannie.dentamaro@lawsonproducts.com, 773-304-5316 Financial Reporting – Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438 Accounts Payable – Alessandro Giglio- Manager, Accounts Payable, alessandro.giglio@lawsonproducts.com, 773-304-5704 Contracts - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438

81 **Sales Force**

Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Lawson Products Sales department is led by Greg Wright, Chief Commercial Officer, greg.wright@lawsonproducts.com. There are 5 Regional Sales Managers with a range of 10 to 13 District Sales Managers reporting to them. The District Sales Manager have up to 21 field sales representatives aligned to their district. Additionally, Lawson Products has 12 dedicated Government Sales Managers that specialize and focus on a specific geography in helping the field sales representatives and the district sales manager with government agencies.

82 **Implementation**

Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Lawson Products will engage the OMNIA Partners team to ensure that the Lawson Products team is utilizing the tools and partnership to grow and target new accounts. OMNIA Connect and OPUS are the main platforms that Lawson Products Field Sellers are using to identify new and potential customers. The Government Sales Managers, Director of Government Sales, and contracting team will be the primary points of contact for the OMNIA Partners, Public Sector sales teams. The Government Sales Account Managers are Lawson's front line with public sector procurement and are responsible for winning, growing and retaining public sector contracts. There are several ways the Government Sales Managers can engage with OMNIA Partners team: • Sharing intel on shared pursuits with OMNIA Partners' sales team • Co-calling on large procurement opportunities • Giving OMNIA Partners team visibility to local information that impacts existing contracts • Brainstorming promotions and opportunities for targeted sales programs (by segment, and/or by geography) The Director of Government Sales proposes to be the primary point of contact for large scale or nation-wide programming in partnership with OMNIA Partners partner development, marketing, and training teams. It is the responsibility of the Director of Government Sales to ensure Lawson's entire sales force is aligned towards the mutual goals established by Lawson and OMNIA Partners. Desired outcomes resulting from this arrangement include: • Consistent execution of programs and activities between OMNIA Partners team, Government Sales Managers, and Lawson's field sales management • Creating training events • Developing national sales growth programs and sales incentives • Driving systemic adoption of sales resources and tools by the Lawson sales organization (e.g. marketing materials, OMNIA Connect, OPUS, etc.) • Holding Lawson's sales teams accountable to meeting sales targets and goals mutually agreed to by Lawson and OMNIA Partners

83 **Program Management**

Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Lawson is fortunate to have had experience implementing and managing the existing Region 4 ESC MRO contract and corresponding cooperative agreement and will bring to bear the knowledge and learnings from that contract term. Lawson Products' current Region 4 ESC contract continues to see 30% sales growth YOY, outpacing general Company growth two-fold and seating the Region 4 ESC contract as Lawson Products' largest public sector contract. We are confident these results will continue as a result of continuous oversight and attention to be sure Lawson Products' field sales organization and government sales team is focused on growing sales on the agreement. We foresee this coming to life in several ways including but not limited to: • Partnering with OMNIA Partners partner development and training team to host annual regional meetings where district sales managers can engage first hand with OMNIA Partners education content, corporate personnel, and local sales managers • Partnering with OMNIA Partners team to rollout new sales tools and resources as they become available • Involving OMNIA Partners in the creation of Lawson's in-house public sector sales training program • Creating exciting and rewarding marketing promotions and pricing promotions based on geography, segment, or seasonality • Monthly reporting on regional performance on growing and retaining business on the contract Lawson Products' standard operating procedures require accounts be set up on the same day they are requested. This will ensure orders, especially by new customers, are processed and fulfilled promptly. The account setup process includes each account being coded to the OMNIA Partners terms and conditions. After the account setup, customers are able to register on lawsonproducts.com to see contract pricing, place orders and other benefits. Lawson Products' team of contract specialists is dedicated exclusively to servicing public sector contract business and prioritizes contractual administration and topics concerning Region 4 ESC contract adoptions and piggybacks above other needs or requests in the general workflow.

84 **Supplier's Customer List**

State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

2023 Public Agency Sales total $33,898,347 GWINNETT CO. PUBLIC $274,122 Brett Fuller PALM BEACH COUNTY $193,806 Kathleen Scarlett YALE NEW HAVEN HOSPITAL $176,233 Kevin Koubek CAPT JAMES A LOVELL FHCC $160,322 Kathleen Kennedy GENUINE PARTS COMPANY 167 $145,473 Brent Rodriguez NAPA $139,561 Rich Starcher PECHANGA CASINO & RESORT $128,682 Justin Marx LOS ANGELES WORLD AIRPORTS $120,679 Enrico Lopez CITY OF JOLIET $114,199 Greg Ruddy NAPA / DC DPW $113,285 Jeanette Callender

85 **System Capabilities and Limitations**

Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Lawson Products' information technology systems are reliable, interconnected and give employees and customers access to robust data analytics on a secure, yet accessible platform. Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson Products' critical customer, product, pricing and shipping data. Our SAP system not only houses all of Lawson Products' critical data but allows us to generate pre-built and custom reports. The workflow and customer experience of initiating an order through payment is as follows: A field sales representative or customer initiates the creation of an account The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is identified for tracking and reporting purposes Once the account is created a quote can be generated in SAP by Lawson Products' field sales representatives or customer service team After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing The order is received by SAP and routes the order to the nearest distribution center for fulfillment The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials The shipment leaves the distribution center on the same day the order was received All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account The customer receives a packing slip with the contents of the box and notes any additional items that are shipping separately The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again As briefly referenced in the description above, there are several ways orders can be placed, all of which get processed through Lawson Products' central SAP system: Field sales representative – The customer can place their order with the field sales representative directly and the field sales representative can enter the products and quantities desired to generate a quotation and request a P.O. or credit card number from the customer before moving forward with the order Customer service team – The customer can call Lawson Products' customer service team to place an order. Because they use the centralized SAP system to place orders, they have full access to OMNIA Partners' participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements. Ecommerce website – Lawson Products' Ecommerce website integrates seamlessly with the SAP platform and provides a shopping experience commensurate with best-in-class business-to-consumer websites. It offers access to the entire catalog of products with the ability to display contract-specific pricing. Customers with a web account can see their full order history, track orders and view detailed product and specification information including MSDS/SDS sheets. Our website also enables workflow management which allows customers to define multiple account users. Lawson Products' employ third party processing of all procurement card information to protect the security of our customer's information Eprocurement – Lawson Product' Eprocurement solutions allow participants to easily connect to third party e-procurement systems including, but not limited to: OPUS, Ariba, Direct EDI, Exostar, Oracle Exchange, Peoplesoft, SAP, SciQuest, etc.

86 **Projected Sales Year One**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$14,268,603

87 **Projected Sales Year Two**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$15,124,719

88 **Projected Sales Year Three**

Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales"). To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

$16,032,203

89 **Any portion of the response that should not be available on the website should be included on Appendix B Terms & Conditions Acceptance Form.**

90 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Lawson Products' Director of Government Sales, Dr. Ellen Holditch, has been through extensive public sector training covering the compliances and regulatory requirements. Along with the training, Dr. Holditch has been working with public sector customer since 1993. Lawson Products has created government specific training for all of our front line sellers helping them to understand public sector procurement policies.

91 **General Terms and Conditions**

Respondent agrees to comply with the General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations.

☑ I certify compliance with this attribute.

92 **Felony Conviction Notification**

State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states "a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony".

Subsection (b) states "a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract".

Subsection (c) states "this section does not apply to a publicly held corporation".

Use the checkbox associated with this item to identify your status as it relates to this legal requirement.

☑ Non-Felon - person/owner IS NOT a convicted felon

☐ Not Applicable-firm is a publicly held corporation

☐ Felon - person/owner IS a convicted felon

93 **Name of Felon and Nature of Felony, if applicable**

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

N/A

94	**Criminal History Records Review of Certain Contract Employees** Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes. Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity *and* have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school. ☑ I certify compliance with this attribute.
95	**Historically Underutilized Business (HUB) Certification** Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form. Select one of the available options: **OPTION A**: My business has NOT been certified as HUB. **OPTION B**: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event. ☑ OPTION A ☑ OPTION B

96	**Disclosure of Interested Parties** Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which: (1) requires an action or vote by the governing body; or (2) has a value of $1 million or more; or (3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305. NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market). If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab. Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage. Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if: (1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and (2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice. **IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OF THIS EXEMPTION.** ENTITY TYPES THAT ARE EXEMPT AND SHOULD ATTACH THIS PROOF ARE LISTED IN STATUE AS: • a sponsored research contract of an institution of higher education; • an interagency contract of a state agency or an institution of higher education; • a contract related to health and human services if: • the value of the contract cannot be determined at the time the contract is executed; and • any qualified vendor is eligible for the contract; • a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity; • a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or • a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code. ☑ I certify compliance with this attribute.

97	**Conflict of Interest Questionnaire** Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations: 1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or 2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or 3) If the vendor has a family relationship with a local government officer of Region 4. *"Vendor"* means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7). *"Business relationship"* means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3). *"Family relationship"* means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a). *"Local government officer"* means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4). **Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.** For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links: Texas Local Government Code, Section 176 Texas House Bill 23 A blank Conflict of Interest Questionnaire is available by clicking: https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf. If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document. ☑ I certify compliance with this attribute.

98

Entities that Boycott Israel

Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

99

Foreign Terrorist Organizations

Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract.

☑ I certify compliance with this attribute.

100

Firearm Entities and Trade Associations Discrimination

Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.

EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.

☑ I certify compliance with this attribute.

101

Energy Company Boycott Prohibited

Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC.

EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.

☑ I certify compliance with this attribute.

102

Critical Infrastructure Affirmation

Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries.

EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.
The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause."

☑ I certify compliance with this attribute.

103	**Open Records Policy** All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act. The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information. Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below: **OPTION A**: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act. **OPTION B**: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event. *(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)* ☑ OPTION A - No proprietary information ☐ OPTION B - Proprietary information marked
104	**Consent to Release Proposal Tabulation** Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information. ☑ I certify compliance with this attribute.

105 Contracting Information

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

106 Anti-Trust Certification Statement

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

107 Federal Rule (A) - Contract Term Violations

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

108	**Federal Rule (B) - Termination Conditions** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
109	**Federal Rule (C) - Equal Employment Opportunity** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

110	**Federal Rule (D) - Davis Bacon Act/Copeland Act** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
111	**Federal Rule (E) - Contract Work Hours and Safety Standards Act** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
112	**Federal Rule (F) - Rights to Inventions Made Under a Contract or Agreement** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

113

Federal Rule (G) - Clean Air Act/Federal Water Pollution Control Act

(G) The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with 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 (Pub. L. 94-163, 89 Stat. 871).

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

*Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.*

☑ I certify compliance with this attribute.

114

Federal Rule (H) - Debarment and Suspension

(H) (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

*Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.*

☑ I certify compliance with this attribute.

115

Federal Rule (I) - Byrd Anti-Lobbying Amendment

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

116

Federal Rule (J) - Procurement of Recovered Materials

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC 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: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

117	**Federal Rule (K) - Prohibition on certain Telecom and Surveillance Service and Equipment** **(K)** ALIEF ISD, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216. The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system. ☑ I certify compliance with this attribute.
118	**Federal Rule (L) - Buy American Provisions** **(L)** As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act. Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition. *"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.* ☑ I certify compliance with this attribute.
119	**Federal Rule - Required Affirmative Steps for Small, Minority, And Women-Owned Firms for Contracts Paid for with Federal Funds** When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including: 1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; 3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; 4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and 5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce. ☑ I certify compliance with this attribute.

120	**Federal Rule - Federal Record Retention** When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of five (5) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed. Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the 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. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract. ☑ I certify compliance with this attribute.

121	**Federal Rule - Profit Negotiation** For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)). When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price. ☑ I certify compliance with this attribute.

122	**Federal Rule - Solid Waste Disposal Act** 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 Sold 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 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold 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. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.) Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph. ☑ I certify compliance with this attribute.

123	**Federal Rule - Never Contract with the Enemy – 2 C.F.R. § 200.215** When federal funds are expended by REGION 4 ESC for grant and cooperative agreements, or any contract resulting from this procurement process, that are expected to exceed $50,000 within the period of performance, and are performed outside of the United States, including U.S. territories, to a person or entity that is actively opposing United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities, REGION 4 ESC will terminate any grant or cooperative agreement or contract resulting from this procurement process as a violation of Never Contract with the Enemy detailed in 2 CFR Part 183. The vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any grant or cooperative agreement terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. AISD has a responsibility to ensure no Federal award funds are provided directly or indirectly to the enemy, to terminate subawards in violation of Never Contract with the Enemy, and to allow the Federal Government access to records to ensure that no Federal award funds are provided to the enemy. ☑ I certify compliance with this attribute.
124	**Applicability to Subcontractors** Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action. ☑ I certify compliance with this attribute.
125	**Compliance with the Energy Policy and Conservation Act** When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18). ☑ I certify compliance with this attribute.

126

Indemnification

Acts or Omissions

Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract.

Infringements

a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement.

c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing.

Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity

a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER.

b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES.

☑ I certify compliance with this attribute.

127

Excess Obligations Prohibited

Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC.

☑ I certify compliance with this attribute.

128

Suspension and Debarment

Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency.

☑ I certify compliance with this attribute.

129	**Change in Law and Compliance with Laws** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.

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NOTICE TO OFFEROR

ADDENDUM NO. 1

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 1 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 1 is hereby issued as follows:

CHANGES TO THE RFP TO UPDATE THE SUBMITTAL DEADLINE

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFER'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 1: APPENDIX E

RESPON # 1SE
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
APPENDIX E – PRICE SHEET (Addendum 1)

CORE LISTWARKET MARKET

OFFERORS ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE PACK, if available)	INDICATE OTHER UNIT OF MEASURE if needed	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE if needed	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
24256				1-4 ADHAN TT SLIDEMAC TILE														
2985				1-4-6 ND WAN SELECT STYLES														
668995				15 16 LEVNUR BUMPS PVNCT FLR BL														
16351				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
16352				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
488007				Oceania Aqua 13in X 13in Ceramic Floor Tile (Common: 13 in X 13 in; Actual: 13.81 in X 13.81 in)														
97066				4th LR 1ST MFL T														
668				1-1/4 2 CTR NH STPWOOD SCRPD														
217718				SLIMNET SR 14 CPSD SCTS MT														
16350				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
174457				DRY SILLR STRAIGHT ADHSVE T STEMS														
147168				3RDFLGM MONO SB BOB 18 X 9 3 16 FL														
16281				4 X 6 FT PRISM SAV BLD MULCH														
488007				OCEANIA Aqua 13 in x 13 in Ceramic Floor Tile (Common: 13 in x 13 in; Actual: 13.81 in x 13.81 in)														
31787				MATERIAL PLUMBING CURTAIN														
88900				1-4 6 X 6 X 6 CTR NH STPWOOD SCRPD														
16352				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
7861				1-4x2 TOP SHOVEL RD FRAME STUD														
433441				1-4 12 TOP SHOVEL RD FRM STUD														
168144				4th R AD WHITE MYLAR MFG NOPR RTT														
12212				15 16 CBT DBE WHITE RND														
16353				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
16802				HM 1-1/2 3/4 X 9 1 4 X 15 7 HDS NAIL														
32352				1 CPL STR 150 STD WHITE														
168145				4th R 5/8 X 8 SLD BRD SYLVN 3 P RTT														
61908				HM 1-1/2 3/8 X 5 ZNC FLAT TWNSHR														
16354				ARM 12 X 5 7 LVS SOLS NVY SPA FL														
14711				1 1/4 SQ LVS CPSD 28 CL MAT VNL TL														
3881				2-4 SQ R RG MBR MULT STUD														
59449				5/8 X 48 3/8 TT PURIT														
442002				12 36 LVNR QAD TORCH T LE SL														
61907				HM 1-1/2 NS 3/16 X 6 FL TSD PNTD														
16355				Small Cardboard Moving Box with Handle Holes (Actual: 18 in x 12 in x 12 in)														
32432				1 CPL STR 150 STD WHITE														
58914				2 X 2 FT PRISM SAV BRICK MULCH														
61905				HM 1-1/2 3/8 X 3 ZNC HDW LT														
389705				36 MANA SLOT PLN RTG TABTER														
328912				SOL LVNR 60 CLNR SMTH TRDDSMNTR														
61906				HM 1-1/2 3/8 X 4 ZNC FLAT TWNSHR														
32237				5 PAR VERTICAL CORE T														
67999				HM 1-1/2 3/8 X 6 GALV FLAT TWNSHR														
67921				HM 1-1/2 3/8 X 3 GALV FLR SLT														
4121				1-2 6 PRF SPLICE PNL 3 R FS														
16356				Small Cardboard Moving Box (Actual: 18 in x 18 in x 16 in)														
76654				5/8 J 277 SA MTRL RAP C														
1231				2HBU AD WHITE T& G														
148359				4 X 6 FT PRISM SAV BLOCK MULCH														
164453				2 36 ASCT W ALUCPSE SCO RSL														
186825				2HUBCT SQ BLD 2 X 6 CH R RSLOG														
88900				1-4 6 X 6 X 6 CTR NH STPWOOD SCRPD														
16348				5/8 J 277 SA MTRL RAP C														
105048				5/8 X 12 4 X 8 FT PORCT														
61907				HM 1-1/2 3/4 X 6 ZNC FLAT TWNSHR														
186805		3E-1 BIFTHD	FSITBLNPWLSY233	Fluorescent Linear Lamp T8 Cool 41888														
139077		3E-1 BIFTHD	FSITBLSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
186806		3E-1 BIFTHD	FSITBLSPWSLY233	Fluorescent Linear Lamp T8 Cool 41888														
16146		3E-1 BIFTHD	FSITBLSPWSLY233	Fluorescent Linear Lamp T8 Neutral 35888														
32312		73GUN GUP	2NW56	Trash Bags 45 gal - 2 .00 mil 2NEWL														
67806		DURACELL	PC1400BP2	Standard Battery AAA, Alkaline PK24														
56177		3M	62500	Insect Repellent, Aerosol 6 oz														
139077		3E-1 BIFTHD	FSITBLSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
25950		3E-1 BIFTHD	FSITBLNSPWSLY233	Fluorescent Linear Lamp T8 Alloy Cool 70888														
16435		CONSORT	2KY97	Safety Glasses Clear, Uncoated														
32635		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
41829		73GUN GUP	3L270	Toilet Bowl Cleaner, 32 oz. Bottle														
48425		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
38618		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
38618		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
27344		CONSORT	CA58	Anti-Glare, L Natural, PK														
37615		FERMA RATCH	FP-18-C	Pavement Stripe Paint 18 Pt. Aug														
39538		CONSORT	SA985	Safety Glasses, Gray Lens, Clear Frame														
39633		HONEYWELL VAPO	WP300	Safety Glasses, Clear Lens, Clear Frame														
39634		CONSORT	SA985	Safety Glasses, Gray Lens, Clear Frame														
58062		CLOROX/AMCO	01624/00000-00	Flat Wide Mail Applicator														
28619		SCOTCH	35+ SUPER-SUMMIT	Electrical Tape, 7 mil 3/4" x 60 ft, Blk														
29186		PHILIPS ADVANCE	370 QT2 S	Electronic Ballast, T8 Lamps, 120/277V														
27643		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
25950		3E-1 BIFTHD	FSITBLNSPWSLY233	Fluorescent Linear Lamp T8 Alloy Cool 70888														
25405		3E-1 BIFTHD	FSITBLSPWSLY233	Fluorescent Linear Lamp T8 Cool 41888														
25968		LUMAPRO	LB30F66	Fluorescent Lamp T8 40W, L 3 FT, 4100K														
26851		ANSELL	93-675	Disposable Gloves, Nitrile, Blue, PK100														
24343		73GUN GUP	3X0080	Toilet Brush, Fiber, 12"														
25968		3E-1 BIFTHD	FSITBLSPWSNLY233	Fluorescent Linear Lamp T8 Cool 41888														
25818		SHERWIN-WILLIAMS	49-600	Anti-Hardwood, 14" AMB FL, White, PNT														
25818		SHERWIN-WILLIAMS	49-600	Anti-Hardwood, 14" AMB FL, White, PNT														
25952		AM. A WICKLER	46950	High Cap Pleat w/Fil Hr, 20x20x2 MERV8														
25952		AM. A WICKLER	46950	High Cap Pleat w/Fil Hr, 20x20x2 MERV8														
25756		73GUN GUP	3PW78	Spray Wax, Wax It In a Can, Citrus														
25222		AM. A WICKLER	46950	High Cap Pleat w/Fil Hr, 20x20x2 MERV8														
186805		3E-1 BIFTHD	FSITBLSPWSLY233	Fluorescent Linear Lamp T8 Cool 41888														
38660		DURACELL	DL123AB2PK	Batteries, 123 Lithium, 3V														
28603		ANSELL	93-675	Disposable Gloves, Nitrile, M, Blue, PK100														
28616		AM. A WICKLER	46950	High Cap Pleated Filter, 20x20x2 MERV8														
19815		DURACELL	PC1400	Standard Battery, C Alkaline, PK12														
28618		3E-1 ARMFOR	3TL	Fluorescent Lamp T8 Alloy Cool 70888 4 ft														
14715		STORAGE MAGIC	27766	Simply Fab Shoes Dry Cleaned 25 PK12														
14919		3E-1 BIFTHD	FSITBLNSPWSLY233	Fluorescent Linear Lamp T8 Cool 41888														
17776		AM. A WICKLER	46950	High Cap Pleated Filter, 20x20x2 MERV8														
17672		73GUN GUP	3J0570	Trigger Sprayer, 32 oz., for Multi-Sy														
17726		JACKSON SAFETY	70186	Safety Glasses, Smoke Lens														
14919		3E-1 BIFTHD	FSITBLNSPWSLY233	Fluorescent Linear Lamp T8 Cool 41888														
14919		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
15824		Hy-LO ADVANCE	CO-4P17-N	Electronic Ballast, T8 Lamps, 120/277V														
17715		73GUN GUP	4R943	Trash Bags, 40 to 45 gal., 12 micron, PK250														
17668		CONSORT	SA898	Safety Glasses, 5.0 LT, Grayes, PK														
19648		DETCHAMSTER	7947	Glue Trap 3 3/4"L x 7 1/2"W x 1"H														
19648		3E-1 BIFTHD	FSITBLNSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
15180		FLEP-SEDAN	303011	Marking Paint, 17 oz., Caution BLANK/ALS														
15302		ALIMAX	AP31A	Breaker Kit, Vacuum														
14902		ANSELL	10-347	Cotton Gloves, M, Yellow, PK														
14441		CONSORT	33-13	Leather Gloves, Fleece Lined, L, PR														
14441		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
13707		3M Multi	2M4842	Cut Off Wheel, 4DT, 4 x 1/2" x 4/47" A 24T														
14716		SPARTAN APPLIANC	AP911	Serial Bag, White, 9 in x L 14 in PK100														
13710		CONSORT	33-AX2	Cold Weather Gloves, Palm and Fingers, M, PR														
13343		CONSORT	33-19	Leather Drivers Gloves, Cowhide, L, PR														
13671		CONSORT	33-16	Leather Drivers Gloves, Cowhide, M, PR														
14919		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
13619		CONSORT	SA898	Safety Glasses, 5.0 LT, Grayes, PK														
13659		AM. A WICKLER	2WX17	8 X Cap Pleated Filter, 24x24x1 MERV8														
13591		ENERGIZER	L91SW-4	Xtended Battery, 9V, Lithium, PK														
12585		3E-1 BIFTHD	FSITBLNSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
12585		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
12585		ALIMAX	2WX33-MAIR	Mister, Stainless Assembly														
12585		ALIMAX	2WX33-MAIR	Mister, Stainless Assembly, Universal PK24														
12530		STOLAS	42213	Hand Cleaning Towels, 10" x 13", 10 in a														
11883		FLEP-SEDAN	303023	Marking Paint, 17 oz., Caution Blue/APWA Blue														
11889		SOFTWARE	5X-2	Hand Warmer, 3-5 Hr, 4 X 2 in, PK														
11839		MICRO-LIT	WR-FBAG	Disposable Gloves, Nitrile, Black, PK240														
11839		MICRO-LIT	WR-FBAG-L	Disposable Gloves, Nitrile, Black, Large, PK														
11656		73GUN GUP	2X0080	Mops and Handle, Rifle, Aerosol, 18 oz.														
11686		SHERWIN-WILLIAMS	26981	Paint, Hardwood, 7-7/8", AMB FL, Brown, PNT														
11693		CONSORT	33-AX	Anti-Gloves, XL, Natural, PR														
11250		GE LIGHTING	FSAMLTL5841/ALT/ECO	Fluorescent Linear Lamp T5 Cool 41888														
11260		GE LIGHTING	F40/CW/ECO	Fluorescent Lamp T12 Daylight, 5700K														
11387		MICRO-LIT	WR-FLWR	Disposable Gloves, Nitrile, Blue, PK240														
11612		MICRO-LIT	WR-FBAG	Disposable Gloves, Nitrile, White, PK240														
11613		AM. A WICKLER	2WX17	8 X Cap Pleated Filter, 24x24x1 MERV8														
18112		SHERWIN-WILLIAMS	11708	Toilet Paper Powerroll Lumina, Dry, PK														
18816		3E-1 BIFTHD	FSITBLNSPWSLY233	Fluorescent Linear Lamp T8 Alloy 3000K														
18768		3E-1 BIFTHD	FSITBLSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
18768		3E-1 BIFTHD	FSITBLSPWSLY623	Fluorescent Linear Lamp T8 Cool 41888														
18825		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
18955		AM. A WICKLER	2WX33	8 X Cap Pleated Filter, 20x20x1 MERV8														
18998		FUNSEL	90512	Hand Sanitizer, Bulk Alcohol														
18667		73GUN GUP	3X4768	Smart 5 Lpt., Chlorine Bath & PKT														
18668		73GUN GUP	3X4768	Smart 5 Lpt., Chlorine Bath & PKT														
18620		STAR MATS & MAT	3760	Corrugated Matting Runners Roll 3 X 27														
18818		GEVOMAC	9662	Lantern Ball Grip Heavy Duty Full Swing Two														
18707		MICRO-LIT	WR-FBI-PK	Disposable Gloves, Nitrile, Blue, Powder														
18717		MICRO-LIT	9644	Disposable Gloves, Nitrile, Black, PK200														
18951		AM. A WICKLER	46931	Anti-Cap Pleated Filter, 20x20x2 MERV8														
8981		FLEP-SEDAN	303023	Marking Paint, Striping, Paint Applica														
				1-4 SQ R RG MBR MULT STUD														
				1-4 SLID ALUM FLAT WASHER														
				1-4 SLIDES PRIM DRILL														
				5/8 USS ALUM FLAT WASHER														
				5/8 BLK BOLSTER T														
				1-4 SLIDES PRIM DRILL CORAL														
				1-4 SLIDES PRIM DRILL T-BN														
				1-4 SLIDES PRIM DRILL														
				5/16 USS ALUM FLAT WASHER														
				3/16 SLIDES PRIM DRILL														
				1-4

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. -- ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lawson Products, Inc.

Contact Person Michael Drinane

Signature

Date 6/14/2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

7145 West Tidwell Road ~ Houston, Texas 77092
(713)-462-7708
www.esc4.net

NOTICE TO OFFEROR

ADDENDUM NO. 2

Solicitation Number 24-08

Request for Proposal ("RFP")
by Region 4 Education Service Center ("ESC")
for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

This Addendum No. 2 amends the Request for Proposals (RFP) for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services ("**Addendum**"). To the extent of any discrepancy between the original RFP and this Addendum, this Addendum shall prevail.

Region 4 Education Service Center ("**Region 4 ESC**") requests proposals from qualified suppliers with the intent to enter into a Contract for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. Addendum No. 2 is hereby issued as follows:

CHANGES TO THE RFP

1. REMOVE APPENDIX E AND REPLACE WITH THE ATTACHED PRICING DOCUMENT. OFFEROR'S SHOULD USE THIS REVISED APPENDIX E, PROVIDED IN THIS ADDENDUM, AS PART OF THEIR RESPONSE.

ALL OTHER ITEMS IN THE RFP SHALL REMAIN.

CLARIFICATION OF CHANGES

1. APPENDIX E IS BEING REPLACED THROUGH THIS ADDENDUM 2 TO UPDATE PREVIOUSLY LOCKED CELLS.

ATTACHMENTS INCLUDED IN THIS ADDENDUM 2: APPENDIX E

RESPON # 01E
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
APPENDIX C - PRICE SHEET (Addendum 2)

CONE LIGHTING MARKET

OFFEROR ITEM NUMBER	OFFEROR ALTERNATE NUMBER	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE (PACK, if available)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
24256				24 AD PHOTO SUBPANEL TILE														
2885				2-4 ADD MINI SELECT STUD														
660955				11-16 LEDRA SUPPLY/PVC TILE SE														
11051				BRACES ACE 2.5-5 RESILIENT PR														
11052				BRACES ACE 5-8 RESILIENT PR														
660107				Sheetrock Brand 12 in x 12 in Ceramic Floor Tile (Common: 12-in x 12-in; Actual: 12.03-in x 12.03-in)														
660106				6 AD SUPPLY/PVC CUSTOM														
24256				24 AD PHOTO SUBPANEL TILE														
24906				AMT 1-CT 1-GR CONCEAL AT MBRKR														
7901				2-4-6 TOP SHIELD #1 PENN 27-01														
433481				2-4-12 TOP SHIELD #2 WHITE ER														
148534				2PH #5 WHITE TPE/PE #11 SUPPLY/PT														
11212				3/4 LEAD ONE SIDED PVC														
11213				3/4 LEAD TWO SIDED PVC SHEET														
66802				AMT 1-CT 1-PK-PLT 1-1/2 / HIGH MAS														
62352				2 CO 1-CT 8-QTS TO WHITE														
24535				30 RECESS 6-12 BRZ SAT CRUSH STP														
83908				AMT 1-CT 550 PLEENCY AT MBRKRS														
14758				Mounting Bracket (Mounting Bracket's Handle Holes Misalign: 1.8-in x 1.8-in; Actual: 1.8-in x 1.8-in)														
14759				1-2 SHELL ALPHOLLOW PLT'S														
3865				2-4-10 GRADE PIN SELECT STUD														
39665				5/8-9 4 EXP PT CHART														
660950				12-16 LEDRA AMCO PORCELAIN SE														
8107				AMT 1-CT 50-1/2 ANVIL ST 250 PENN														
24250				Shelf Standard Mounting Bracket Handle Holes Misalign: 10-in x 10-in; Actual: 10-in x 10-in)														
24250				2-4-10 TOP SHIELD #2 WHITE ER														
24256				2-4-12 TOP SHIELD #2 WHITE ER														
83908				5/8-9 1-1/4 EXP PT POINT														
83907				AMT 1-CT 550-PI 2 SAT CRUSH STP														
484655		GE LIGHTING	F32T8/SPX41/ECO/	Fluorescent Linear Lamp T8, Cool, 4100K														
178075		GE LIGHTING	F59T8/TB/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
484656		GE LIGHTING	F59T8/SPX41/ECO	Fluorescent Linear Lamp T8, Cool, 4100K														
84206		GE LIGHTING	F32T8/SPX35/ECO/	Fluorescent Linear Lamp T8, Neutral, 3500K														
62312		TOUGH GUY	32M494	Trash Bags/45 gal., 2.00 mil, PK100														
57805		DURACELL	PC1604BP/1	Standard Battery AA, Alkaline, PK24														
36177		OFF	619930	Insect Repellent, Aerosol 6 oz														
484657		GE LIGHTING	F59T8/SPX30/ECO/	Fluorescent Linear Lamp T8, Cool, 4100K														
24997		GE LIGHTING	F59T8/SPX50/ECO/	Fluorescent Linear Lamp T8, Cool, 5000K														
66455		CONDOR	4YR6	Safety Glasses, Clear Lens, Clear Frame														
62635		AIR KRAFTS	2M210	Std Cap Pleated Filter, 20x20x1 MERV8														
83809		TOUGH GUY	31X78	Toilet Bowl Cleaner, 32 oz, Bottle														
88869		AIR KRAFTS	2M218	Std Cap Pleated Filter, 16x20x1 MERV8														
36949		AIR KRAFTS	2M210	Std Cap Pleated Filter, 12x20x1 MERV8														
62635		AIR KRAFTS	2M210	Std Cap Pleated Filter, 20x20x1 MERV8														
57144		CONDOR	5WR0	Anti-Glare, Clear Lens														
83678		PREMARK	PP48HC	Parchment Paper Roll, 60 lb./Bag														
29538		CONDOR	5WD6	Jersey Gloves, X-LT., Brown, PR														
33411		UNIVERSAL LVDY	5VR00	Safety Glasses, Clear Lens, Clear Frame														
33411		CONDOR	5WR0	Safety Glasses, Clear Lens, Clear Frame														
36662		SUBMARINER	7TSA10000148	Pot Mop Pad, Microfiber														
29619		SORTED	Std-SLMPD-EMSHIFT	Electrical Tape, 7 mil, 3/4" x 66 ft, Blk														
29106		PHILIPS MONROE	17W/827/A	Electronic Ballast, T8 Lamps, 120/277V														
21565		AIR KRAFTS	2M210	Std Cap Pleated Filter, 20x24x2 MERV8														
21805		DURACELL	PC1500	Standard Battery C, Alkaline, PK12														
484658		GE LIGHTING	F59T8/SPX35/ECO/	Fluorescent Linear Lamp T8, Cool, 4100K														
29618		SORTED	Std-SLMPD-EMSHIFT	Electrical Tape, 7 mil, 3/4" x 66 ft, Blk														
29106		PHILIPS MONROE	17W/827/A	Electronic Ballast, T8 Lamps, 120/277V														
21565		AIR KRAFTS	2M210	Std Cap Pleated Filter, 20x24x2 MERV8														
484655		GE LIGHTING	F32T8/SPX41/ECO/	Fluorescent Linear Lamp T8, Cool, 4100K														
29618		SORTED	Std-SLMPD-EMSHIFT	Electrical Tape, 7 mil, 3/4" x 66 ft, Blk														
29106		PHILIPS MONROE	17W/827/A	Electronic Ballast, T8 Lamps, 120/277V														
21565		AIR KRAFTS	2M210	Std Cap Pleated Filter, 20x24x2 MERV8

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

SERVICE DESCRIPTION	RATE PER HOUR

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

RECEIPT OF ADDENDUM NO. 2 ACKNOWLEDGEMENT

Offeror shall acknowledge this addendum by signing below and include in their proposal response.

Company Name Lawson Products, Inc.

Contact Person Michael Drinane

Signature

Date 6/25/2024

Crystal Wallace
Region 4 Education Service Center
Procurement Contract Specialist

Appendix C, Doc #1

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

OPEN RECORDS POLICY

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ✓ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

  We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confident and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

VP- Strategic Accounts, Government and Segment Sales

Authorized Signature & Title

6/14/2024

Date

Appendix C, Doc #2

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)
Attorney General Form

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this Contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and

4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Company Lawson Products, Inc.

Address 8700 W. Bryn Mawr Ave., Suite 900
Chicago, IL 60631

Phone (800) 890-8198

Fax (312) 267-1734

Contact

Signature
Lisa Castanon
Printed Name
Manager, Government Contrancts & Compliance
Position with Company

Official Authorizing Proposal

Signature
Michael Drinane
Printed Name
VP- Strategic Accounts, Government and Segment Sales
Position with Company

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1175899

Date Filed:
06/14/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Lawson Products, Inc.
Chicago, IL United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

24-08
Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. [X]

6 UNSWORN DECLARATION

My name is Michael Drinane, and my date of birth is 10/24/1970.

My address is 8770 W. Bryn Mawr Ave., Suite 900 (street), Chicago (city), IL (state), 60631 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Cook County, State of Illinois, on the 14 day of June (month), 2024 (year).

Signature of authorized agent of contracting business entity
(Declarant)

Appendix C, DOC # 4

Texas Government Code 2270 Verification Form

House Bill 89 (85R Legislative Session), which adds Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a company without verification that the contracting vendor does not and will not boycott Israel during the term of the contract.

Furthermore, Senate Bill 252 (85R Legislative Session), which amends Chapter 2252 of the Texas Government Code to add Subchapter F, prohibits contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller.

I, Michael Drinane, as an authorized representative of

Lawson Products, Inc., a contractor engaged by

Insert Name of Company

Region 4 Education Service Center, 7145 West Tidwell Road, Houston, TX 77092, verify by this writing that the above-named company affirms that it (1) does not boycott Israel; and (2) will not boycott Israel during the term of this contract, or any contract with the above-named Texas governmental entity in the future.

Also, our company is not listed on and we do not do business with companies that are on the Texas Comptroller of Public Accounts list of Designated Foreign Terrorists Organizations found at https://comptroller.texas.gov/purchasing/docs/foreign-terrorist.pdf.

I further affirm that if our company's position on this issue is reversed and this affirmation is no longer valid, that the above-named Texas governmental entity will be notified in writing within one (1) business day and we understand that our company's failure to affirm and comply with the requirements of Texas Government Code 2270 et seq. shall be grounds for immediate contract termination without penalty to the above-named Texas governmental entity.

I swear and affirm that the above is true and correct.

Signature of Named Authorized Company Representative

6/14/2024

Date

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**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 OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.
Lawson Products Response:
Lawson Products was founded in 1952 by Sidney L. Port. After early careers as a publisher and an attorney, Mr. Port joined his father-in-law's company, Lion Auto Parts. Mr. Port recognized an opportunity and confirmed its potential by first selling fasteners out of the trunk of his car. At the age of 40, with a $25,000 loan, Sid Port opened Lawson Products in a storefront on South Indiana Avenue in May

of 1952. Mr. Port named Lawson Products after Victor Lawson, owner of the Chicago Daily News and a philanthropist whom he admired, due to his character, business acumen, and generosity. Lawson Products went public in 1970 allowing Sid Port retained a highly active role until his death in 2007. Lawson Products corporate office is still located in Chicago, IL.

While Lawson Products started with fasteners, we continue to expand and grow the breadth of our product line with the changing of the times and the needs of our customers.

In 2022, Lawson Products officially merged with Gexpro Services and TestEquity under the holding company Distribution Solutions Group. Each of the 3 specialty-distribution, industry-leading businesses continue to operate independently with three separate leadership teams. Placing them under a single holding company structure allows the leveraging of financial resources, best practices, common resources, and various technology across the platform.

Today, Lawson Products continues to value the entrepreneurial spirit, results-driven attitude, and integrity of its employees & customers. The company continues to evolve, recognizing that now more than ever, success depends on teamwork and being progressive to meet customers' needs.

Currently, Lawson Products is actively servicing about 600 customers with OMNIA Partners with annual revenue just over $13 million.

B. Total number and location of salespersons employed by Supplier.

Lawson Products Response:

Lawson Products has approximately 1,786 employees, 1,112 field sales representatives, 332 corporate including phone agents, and 342 warehouse.

C. Number and location of support centers (if applicable) and location of corporate office.

Lawson Products Response:

Lawson Products corporate office is at 8770 W. Bryn Mawr Ave. Suite 900, Chicago, Il. 60631. Lawson Products has support centers located in our corporate office and in our four Distribution Centers: Suwanee, GA, McCook, IL, Dallas, TX, Reno, NV.

D. Annual sales for the three previous fiscal years.

Lawson Products Response:

2021 - $417,730,000

2022 - $442,660,000

2023 - $468,379,000

a. Submit FEIN and Dunn & Bradstreet report.

Lawson Products Response:

Lawson Products FEIN is 80-0496603. Please find Lawson Products' W9 listing our FEIN and the complete Dunn & Bradstreet report attached in our submission section.

E. Describe any green or environmental initiatives or policies.

Lawson Products Response:
Lawson Products embraces the incorporation of sustainable business practices increases our operational effectiveness, can decrease costs, and promotes a positive corporate culture. Lawson Products sustainability core team includes Rick Pufpaf, VP, Compensation & Benefits and Chief Compliance Officer, Heather Buck, Senior Director, Technical Services and Product Information Management, & Nick Del Vecchio, Manager, Safety.
Through a broad mix of initiatives, Lawson Products is increasingly focused on how to operate more visibly as a "green" company. Lawson Products has introduced an environmentally friendly product line, employed innovative reclamation techniques and products to keep hazardous materials out of landfills, and promoted recycling and environmentally friendly cleaning practices across its business locations.
Lawson Products complies with current regulatory and government agency requirements and follows a documented environmental policy and guidance statements.

F. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Lawson Products Response:
Lawson Products has a Diversity and Small Business Initiative to partner with Certified Firms. Lawson Products works with minority, women, veteran, service-disabled veteran owned businesses. Lawson Products has been actively seeking value-added diversity and small business partners, where Lawson Products can help mentor the small business and allowing them to service the end user.

Lawson Products solicits new Certified Firms for subcontracting by:
• Landing page https://www.lawsonproducts.com/resources/small-business
• Recommendations from field representatives, or customers
• Connecting on social media, Linked In, or State specific websites.
• Attending Diversity and Small Business trade shows.

Currently, Lawson Products has several options of Diverse or Small businesses by state that can meet this requirement for agencies offering the small business the same discounts as to the direct agency.

G. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☑ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)
☐ Yes ☑ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☑ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☑ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☑ No

If yes, list certifying agency: _____

H. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Lawson Products Response:
Lawson Products is owned by Distribution Solutions Group, our sister companies we would like to add as affiliates.
Kent Automotive
S&S Automotive
Test Equity
GexPro Services
Emergent Safety Solutions
Hisco Supply
Additionally, our small business partners
Bravia Services SDVO
Mavich Woman and Minority
Alabama Industrial Minority

Lawson Products will house all the affiliates on the OMNIA homepage of Lawsonproducts.com. Lawson Products will update the affiliate list monthly or as needed. Lawson Products will work with the sister companies to ensure reporting and fees are paid per the contract. Our small business partners, Lawson Products will be responsible for their fees and reporting.

I. Describe how supplier differentiates itself from its competitors.

Lawson Products Response:
Lawson Products has agility and the flexibility to be able to work with our customers how they would like for us to work with them. We provide a high touch and vendor managed inventory approach to serving our customers of all sizes. Lawson Products sales representatives are front-line product and application experts. Our sales representatives are experienced and will identify and evaluate challenges on-site and recommend product solutions and applications. All

customers will be assigned a Lawson Products sales representative that is: technically trained, operationally trained, and focused on equipment uptime.

J. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Lawson Products Response:
Please find the link below to Lawson Products' SEC 10K filing for information pertaining past litigations. Lawson Products has not filed for bankruptcy or has not had a reorganization.

Form 10-K for Distribution Solutions Group INC filed 03/07/2024

K. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

b. is not owned or operated by anyone who has been convicted of a felony; or

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Lawson Products Response:

Lawson Products is a publicly held corporation and this reporting requirement is not applicable.

L. Describe any debarment or suspension actions taken against supplier

Lawson Products Response:

Lawson Products has not been debarred or suspended.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Lawson Products Response:
Fastening Systems (nuts, bolts, screws) – 22%
Cutting Tools and Abrasives (drill bits, saw blades, grinding discs) – 14%
Fluid Power (hoses and fittings) – 13%
Chemicals (adhesives, coatings, paints, drain maintenance) – 11%
Electrical (adapters, wire, connectors, battery maintenance) – 10%
Aftermarket Automotive Accessories (repair clips, wheel weights, bulbs) – 7%
Safety (personal protective equipment, apparel, sighs, logout tag-out) – 6%
Welding and Metal Repair (welding tools, helmets and accessories) – 2%
Other (shop supplies and hand tools) – 15%

Lawson Products continues to add to our core product line monthly and has the ability to source line extension, one-time purchases, and other items as required by our customer.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Lawson Products Response:
Lawson Products services all 50 States, US territories, and Canada. Lawson Products is able to service all 50 states through our state-of-the-art distribution centers strategically placed in 4 locations. Lawson Products has six state-of-the-art distribution centers across the U.S. and Canada. Lawson Products ships 99% of all lines complete within 24 hours from these six distribution centers and also offers will-call services at each center. Lawson Products ships FOB Destination for standard shipping methods. Lawson Products can guarantee next day delivery in an emergency utilizing air freight services, for an additional cost to the customer, if necessary. Lawson Products Distribution Centers are full stocking. Lawson Products Customer Pick-Up service in an emergency to pick up the necessary parts is available at our Distribution Centers through our will-call window.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.
Lawson Products Response:
Lawson Products has strict compliance with regard to ensuring OMNIA Partners' participants obtain accurate, contractual pricing from the time an account is established with Lawson Products. New account creation protocol requires our Lawson Products field sales representatives work through our Government Operations Team to ensure proper and comprehensive set-up of all OMNIA Partners' requiring new Lawson Products accounts at the account level.

The Government Operations Team then verifies the customer against the OMNIA Partners' participant list to determine if they are a bona fide member of the cooperative. The account request is then associated with correct Region 4 ESC / OMNIA Partners pricing and is grouped together, with the Lawson Products contract code for OMNIA Partners' participants' accounts for the purposes of reporting.

On the first business day of the week, Lawson audits the prior week's new accounts using a customized report to target potential problematic areas (i.e., improper pricing or inexact report tagging). Any incorrectly identified accounts are gathered and corrected. Internal service-level agreements between the departments responsible for auditing and fixing errors assure a 24-hour turnaround time and in most cases, do not exceed a 2-hour timeframe.
The report is then re-run on the second day of the week for those now corrected accounts to confirm completeness and correctness.

Monthly reports to OMNIA Partners are identified and timed in advance and are managed through our contract management system to ensure timeliness of reporting and remittance of the administrative fee.
Lawson has the ability to create reporting for OMNIA Partners' participants on an ad hoc, monthly, quarterly or annual basis. Reporting can include the following:
• Cost savings reports
• Product usage reports
• Comparison reports over time (e.g. year-over-year, month-over-month)
• Fill rate reports
• Monthly contract sales reporting

Participating Agencies will see the OMNIA Partners contract number on all customer facing invoices, ensuring that the customer is aligned to the contract.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.
Lawson Products Response:
Lawson Products handles all of the processing of our orders. We partner with UPS as our main shipping provider for small packages and with R&L Carriers for our LTL shipments.

E. Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.
Lawson Products Response:
Lawson Products has four distribution centers strategically placed in the United States and several in Canada. The United States sites are:
• Suwanee, GA- 102,000 sq ft
• McCook, IL- 300,000 sq ft
• Dallas, TX - 179,400 sq ft
• Reno, NV-110,000 sq ft

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Lawson Products Response:
Lawson Products does not require any portions of the response to be excluded from the website.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Lawson Products Response:
With the full support of Lawson Products' Government Sales Account Managers, sales leaders, and executive leaders, our marketing program will be implemented quickly. The knowledge and experience our entire sales organization, corporate partner departments, and executive leadership has gained over the course of Lawson's existing OMNIA Partners Region 4 ESC MRO contract will be an asset to another contract implementation.
Within the first 30 days, Lawson Products will update and create new marketing material. The distribution of our co-branded marketing materials will be delivered to public sector customers and prospects via the following channels/platforms:
1. In person via our direct sales force of over 1,000+ sales representatives and managers
2. Digitally on our website and through our direct marketing email program
3. Broad-based marketing using tactics like advertising and tradeshow
4. Co-branded marketing in partnership with OMNIA Partners including OPUS
The focus of the marketing communications will be segmented according to the following audiences to ensure appropriate messaging and call-to-action:
Public agencies utilizing or pigging backing on Lawson's existing Region 4 ESC contract
Eligible public agencies that are current customers of Lawson, but are not leveraging our partnership with OMNIA Partners
New public agencies not currently doing business with Lawson

Days 1-10:
Host conference call with OMNIA Partners' development and marketing teams to discuss best practices and framework for marketing program.
Release co-branded press release to trade and public sector procurement publications with the approval of OMNIA marketing team. Additionally, post on

social media sites the new award details.
Confirm existing registration at key national and regional tradeshows for NIGP, NAEP, NPI.
Extend registration to other regional tradeshows as determined by OMNIA Partners development contact and Lawson Products Director of Government Sales.
Continue to Partner with OMNIA Partners on joint author articles and blog promoting Lawson Products and OMNIA Partners.
Set goals for existing account growth and new account conversion to OMNIA Partners by sales district
Engage the Contracts and Implementation manager for team meetings and updates on progress to OMNIA Partners contact.

Days 11-45
Update all existing marketing materials with new award details and identify new materials to be created; deploy to sales representatives and managers for use
Update OMNIA Partners section on Lawson's intranet site to reflect new award details
Update OMNIA Partners page on Lawson's public website to reflect new award details and digital versions of marketing materials (lawsonproducts.com/resources/omnia-partners). The site will clearly inform public sector customers on the dedicated phone and email for them.
Schedule and socialize availability of customer training webinars for existing customers and prospective agencies considering a cooperative agreement
Create framework for email program to all of Lawson's public sector email subscribers
Identify case study participants and begin working accordingly with willing agencies
Solidify PR and advertising opportunities with pre-vetted publications recommended by PR firm (e.g. editorial placements, op-eds, paid advertisements)
Begin production of state and local government product marketing flyers, segmented by department/agency (e.g. Facilities maintenance, fleet and transit maintenance, etc.)

Days 46-90 and beyond
Create reporting format for monthly district-level reporting, and mechanism for auto-generation and distribution to district sales managers
Rollout email program, case studies, PR engagements and product marketing flyers

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

   i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;
- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Lawson Products Response:
The first 90 days after award are critical in creating alignment & engagement among our corporate support departments & 1,000+ field sales representatives & sales leaders.
Lawson's team of Government Sales Managers, public sector contracting specialists, sales leaders, & executive leaders will be the primary individuals responsible for setting the go-to-market strategy & ensuring its consistent & continuous execution.
Below is the 90-day plan describing the strategy to immediately implement with Lawson's sales organization & corporate support teams the Master Agreement as Lawson's primary go-to-market strategy for public sector agencies.
OMNIA Partners Region 4 ESC is Lawson Products preferred contract. As such, this implementation will have priority for the entire company.
Days 1-10:

Announcement of award & describing key implementation tactics to follow from executive leadership, including CEO, Cesar Lanuza & CCO, Greg Wright, using inter-company communications platforms & media:
Stand-alone email announcement
"Sales News" newsletter announcement
Message on homepage of Lawson Central, Lawson's intranet
Messages in newsfeeds of Microsoft Teams, Lawson's internal sales "social networking" platform
Announcement on lawsonproducts.com, social media, & press release about the new awarded contract which will include links to the OMNIA Partners landing page on Lawsonproducts.com with contract details & dedicate contact information.
Work with OMNIA Partners' development team & sales managers to collaborate on implementation strategy for the contract overall & separately by SLED segments, including communication plan & training best practices.
Internal Teams calls specific to each department regarding their role in supporting the Region 4 ESC contract.
Update the Region 4 ESC / OMNIA Partners page on Lawson's intranet with new contract documentation & revised marketing materials
Assign regional sales managers, district sales managers & field sales representatives to mandatory digital curriculum in Lawson University, Lawson's interactive training & education platform. State & local sales education curriculum includes:
Selling the lead agency & cooperative procurement model
Compliance to contract terms & conditions
Understanding the public procurement process
Positioning Lawson Products in public sector accounts
Days 11-45:
Load latest OMNIA Partners' participant list into customer management system (CRM) for assignment to individual regional sales managers, district sales managers & field sales representatives
Send district managers & field sales representatives supporting marketing tools, including flyers & brochures that specifically promote the Region 4 ESC contract with Lawson Products
Based on strategy, establish OMNIA Partners-hosted training opportunities for Lawson's regional sales managers & district sales managers
Deploy government sales account managers to each district to assist district managers & field sales representatives with opening new accounts & transitioning existing eligible public sector accounts to the Region 4 ESC contract
Work with the Marketing Team on registering & participating with OMNIA Partners at all NIGP, NPI, & others as recommended by OMNIA.
Days 46-90:
Government sales account managers host district workshops in each U.S. sales district to deliver contract details, customer-level implementation plans, & reinforce previously delivered digital education topics on how to sell cooperative agreements (with OMNIA Partners' participation depending on schedule/availability)
Monitor & measure conversion of new accounts to the Region 4 ESC agreement
Continue to check in with all Lawson departments impacted by the new contract to ensure seamless experiences for all Region 4 ESC contract users & OMNIA

Partners' participants
Follow-up with OMNIA Partners' development & sales teams to gauge success & determine next steps

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Lawson Products Response:
OMNIA Partners is our preferred public sector contract and the only one we have specific, required contract training for all of our field sellers. While we have other national, regional and local contracts, they are for a specific customer's requirements (TIPS, BUYBOARD, PSA, AEPA, 1GPA, NASPO Professional Tools). The sum of our smaller contracts is less than $1 Millon. OMNIA Partners in 2023 was $13,460,946.
Lawson Products will transition all existing OMNIA Partner customers to the new contract once it is awarded. Lawson Products will continue to partner with OMNIA Partners and OPUS to open or transition existing business to the OMNIA Partners contract as requested by the public agency.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Lawson Products Response:
Lawson Products acknowledges and agrees to provide our logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Lawson Products will also obtain the required permission for the use of OMNIA Partners logo for reproduction.

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by

OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Lawson Products Response:

Lawson Products will be proactive in direct sales of our goods and services to Public Agencies nationwide and will provide timely follow up to leads established by OMNIA Partners. Lawson Products will communicate the following: Master Agreement was competitively solicited and publicly awarded by Region 4 ESC, best government pricing, no cost to participate, and that it is non-exclusive.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Lawson Products Response:

Lawson Products confirms that we will train our national sales force on the Master Agreement which will include: Key features of the Master Agreement, working knowledge of the solicitation process, awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners, and the knowledge of benefits of the use of cooperative contracts.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

Lawson Products Response:

Please see below for the requested information in blue below:

i. Executive Support - Michael Drinane - VP- Strategic Accounts, Government and Segment Sales, mike.drinane@lawsonproducts.com, 773-304-5360

ii. Marketing - Deanie Sweeney- Government Programs Manager, deanie.sweeney@lawsonproducts.com, 404-421-7654

iii. Sales - Ellen Holditch, Director of Government Sales, ellen.holditch@lawsonproducts.com, 817-399-9797

iv. Sales Support - Jeannie Dentamaro- Manager of Government Team Operations, jeannie.dentamaro@lawsonproducts.com, 773-304-5316

v. Financial Reporting - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438
vi. Accounts Payable - Alessandro Giglio - Manager, Accounts Payable, Alessandro.giglio@lawsonproducts.com, 773-304-5704
vii. Contracts - Lisa Castanon- Manager Government Contracts and Compliance, Lisa.Castanon@lawsonproducts.com, 773-304-5438

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Lawson Products Response:
Lawson Products Sales department is led by Greg Wright, Chief Commercial Officer, greg.wright@lawsonproducts.com. There are 5 Regional Sales Managers with a range of 10 to 13 District Sales Managers reporting to them. The District Sales Manager have up to 21 field sales representatives aligned to their district. Additionally, Lawson Products has 12 dedicated Government Sales Managers that specialize and focus on a specific geography in helping the field sales representatives and the district sales manager with government agencies.

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Lawson Products Response:
Lawson Products will engage the OMNIA Partners team to ensure that the Lawson Products team is utilizing the tools and partnership to grow and target new accounts. OMNIA Connect and OPUS are the main platforms that Lawson Products Field Sellers are using to identify new and potential customers.
The Government Sales Managers, Director of Government Sales, and contracting team will be the primary points of contact for the OMNIA Partners, Public Sector sales teams. The Government Sales Account Managers are Lawson's front line with public sector procurement and are responsible for winning, growing and retaining public sector contracts. There are several ways the Government Sales Managers can engage with OMNIA Partners team:
• Sharing intel on shared pursuits with OMNIA Partners' sales team
• Co-calling on large procurement opportunities
• Giving OMNIA Partners team visibility to local information that impacts existing contracts
• Brainstorming promotions and opportunities for targeted sales programs (by segment, and/or by geography)
The Director of Government Sales proposes to be the primary point of contact for large scale or nation-wide programming in partnership with OMNIA Partners partner development, marketing, and training teams. It is the responsibility of the Director of Government Sales to ensure Lawson's entire sales force is aligned towards the mutual goals established by Lawson and OMNIA Partners. Desired outcomes resulting from this arrangement include:
• Consistent execution of programs and activities between OMNIA Partners team, Government Sales Managers, and Lawson's field sales management
• Creating training events
• Developing national sales growth programs and sales incentives
• Driving systemic adoption of sales resources and tools by the Lawson sales organization (e.g. marketing materials, OMNIA Connect, OPUS, etc.)

• Holding Lawson's sales teams accountable to meeting sales targets and goals mutually agreed to by Lawson and OMNIA Partners

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Lawson Products Response:
Lawson is fortunate to have had experience implementing and managing the existing Region 4 ESC MRO contract and corresponding cooperative agreement and will bring to bear the knowledge and learnings from that contract term. Lawson Products' current Region 4 ESC contract continues to see 30% sales growth YOY, outpacing general Company growth two-fold and seating the Region 4 ESC contract as Lawson Products' largest public sector contract.

We are confident these results will continue as a result of continuous oversight and attention to be sure Lawson Products' field sales organization and government sales team is focused on growing sales on the agreement. We foresee this coming to life in several ways including but not limited to:

• Partnering with OMNIA Partners partner development and training team to host annual regional meetings where district sales managers can engage first hand with OMNIA Partners education content, corporate personnel, and local sales managers
• Partnering with OMNIA Partners team to rollout new sales tools and resources as they become available
• Involving OMNIA Partners in the creation of Lawson's in-house public sector sales training program
• Creating exciting and rewarding marketing promotions and pricing promotions based on geography, segment, or seasonality
• Monthly reporting on regional performance on growing and retaining business on the contract

Lawson Products' standard operating procedures require accounts be set up on the same day they are requested. This will ensure orders, especially by new customers, are processed and fulfilled promptly. The account setup process includes each account being coded to the OMNIA Partners terms and conditions. After the account setup, customers are able to register on lawsonproducts.com to see contract pricing, place orders and other benefits.

Lawson Products' team of contract specialists is dedicated exclusively to servicing public sector contract business and prioritizes contractual administration and topics concerning Region 4 ESC contract adoptions and piggybacks above other needs or requests in the general workflow.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Lawson Products Response:
Lawson Product's Public Agency sales for 2023 totaled $33,898,347. Please see the chart below for Lawson Products top 10 Public Agency customers.

Sold To Account Name	2023 Sales	Key Contact	Sold To
GWINNETT CO. PUBLIC	$ 274,122	Brett Fuller	10004262
PALM BEACH COUNTY	$ 193,806	Kathleen Scarlett	10081067
YALE NEW HAVEN HOSPITAL	$ 176,233	Kevin Koubek	10084084
CAPT JAMES A LOVELL FHCC	$ 160,322	Kathleen Kennedy	10165256
GENUINE PARTS COMPANY 167	$ 145,473	Brent Rodriguez	10256008
NAPA	$ 139,561	Rich Starcher	10189792
PECHANGA CASINO & RESORT	$ 128,682	Justin Marx	10075437
LOS ANGELES WORLD AIRPORTS	$ 120,679	Enrico Lopez	10091472
CITY OF JOLIET	$ 114,199	Greg Ruddy	10075985
NAPA / DC DPW	$ 113,285	Jeanette Callender	10346920

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Lawson Products Response:
Lawson Products' information technology systems are reliable, interconnected and give employees and customers access to robust data analytics on a secure, yet accessible platform.

Our central enterprise resource planning system (ERP) is SAP. SAP houses Lawson Products' critical customer, product, pricing and shipping data. Our SAP system not only houses all of Lawson Products' critical data but allows us to generate pre-built and custom reports.

The workflow and customer experience of initiating an order through payment is as follows:
A field sales representative or customer initiates the creation of an account
The account is created in SAP with all pertinent terms and conditions included (e.g. tax exempt, price file reflecting contract pricing, billing address, etc.). During account creation an account's affiliation with OMNIA Partners cooperative agreement is identified for tracking and reporting purposes
Once the account is created a quote can be generated in SAP by Lawson Products' field sales representatives or customer service team
After an order is placed a confirmation email is sent to the customer with the contents of the order and pricing
The order is received by SAP and routes the order to the nearest distribution center for fulfillment
The distribution center employees pick and process the order using guidance from SAP on what size box should be used based on the dimensions of the products and recommended packing materials
The shipment leaves the distribution center on the same day the order was received
All shipments on stocked items are received within 1-2 business days from any one of our North American distribution centers
Upon shipments for FOB customers, SAP sends an invoice to the billing address and contact on file for the account

The customer receives a packing slip with the contents of the box and notes any additional items that are shipping separately
The invoice can be paid via credit card, ACH/EFT or check according to the contracted payment terms
Once payment is received the balance on the account updates to $0 in SAP and the order process can begin again

As briefly referenced in the description above, there are several ways orders can be placed, all of which get processed through Lawson Products' central SAP system:
Field sales representative – The customer can place their order with the field sales representative directly and the field sales representative can enter the products and quantities desired to generate a quotation and request a P.O. or credit card number from the customer before moving forward with the order
Customer service team – The customer can call Lawson Products' customer service team to place an order. Because they use the centralized SAP system to place orders, they have full access to OMNIA Partners' participant's order history, order status, delivery information, back-order information, contract pricing, category discounts, product availability, product information, account and billing information, and contract compliance requirements.
Ecommerce website – Lawson Products' Ecommerce website integrates seamlessly with the SAP platform and provides a shopping experience commensurate with best-in-class business-to-consumer websites. It offers access to the entire catalog of products with the ability to display contract-specific pricing. Customers with a web account can see their full order history, track orders and view detailed product and specification information including MSDS/SDS sheets. Our website also enables workflow management which allows customers to define multiple account users. Lawson Products' employ third party processing of all procurement card information to protect the security of our customer's information
Eprocurement – Lawson Product' Eprocurement solutions allow participants to easily connect to third party e-procurement systems including, but not limited to: OPUS, Ariba, Direct EDI, Exostar, Oracle Exchange, Peoplesoft, SAP, SciQuest, etc.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

Lawson Products Response:

$14,268,603.00 in year one
$15,124,719.00 in year two
$16,032,203.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Lawson Products Response:
Lawson Products acknowledges the options detailed above for Public Agencies that will issue their own solicitations and will comply with the options provided.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It □ will, □ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It □ does, □ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES _____ Initials of Authorized Representative of offeror

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

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.
Lawson Products, Inc. offers over 300,000 SKUs. Lawson will provide country of origin upon request.
Check for YES: ☑

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ˜

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Lawson Products, Inc. offers over 300,000 SKUs. Lawson will provide country of origin upon request.

Check for YES: ˜✓

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ˜

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror's Name: Lawson Products, Inc.
Address, City, State, and Zip Code: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631
Phone Number: (800) 890-8198
Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative: Michael Drinane - VP Strategic Accounts, Government and Segment Sales
Email Address: government.sales@lawsonproducts.com
Signature of Authorized Representative: _____
Date: 6/25/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES _____ Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Lawson Products, Inc.

Address, City, State, and Zip Code: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Phone Number: (800) 890-8198 Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative:
Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Email Address:
government.sales@lawsonproducts.com

Signature of Authorized Representative: _____ Date: 6/25/2024

Version March 19, 2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 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 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). 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.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. 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.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Lawson Products, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Name and Title of Contractor's Authorized Official

6/25/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. 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. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: Lawson Products, Inc.

Address, City, State, and Zip Code:
8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Phone Number: (800) 890-8198 Fax Number: (312) 267-1734

Printed Name and Title of Authorized Representative:
Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Email Address: government.sales@lawsonproducts.com

Signature of Authorized Representative:

Date: 6/25/2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: Lawson Products, Inc.

Organization Address: 8770 W. Bryn Mawr Ave., Suite 900 Chicago, IL 60631

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☐ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☑ Other (be specific): C - Corporation

Part II

☑ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☐ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address
Distribution Solutions Group, Inc.	301 Commerce Street, Suite 1700. Fort Worth, TX 76102

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s
https //investor.distributionsolutionsgroup.com/node/16321/html	93 & 94

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address
Distribution Solutions Group, Inc.	301 Commerce Street, Suite 1700. Fort Worth, TX 76102

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Michael Drinane	Title:	VP Strategic Accounts, Government and Segment Sales
Signature:		Date:	6/25/2024

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of ~~New Jersey~~ Illinois
County of Cook ss:

I, Michael Drinane (name of affiant) residing in Chicago (name of municipality)
in the County of Cook and State of Illinois of full age,
being duly sworn according to law on my oath depose and say that:

I am VP Strategic Accounts, Government and Segment Sales (title or position) of the firm of Lawson Products, Inc. (name of firm)

_____ the bidder making this Proposal for the bid
entitled 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services (title of bid proposal), and that I executed the said proposal with
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Region 4 Education Service Center (name of contracting unit) relies upon the truth of the statements contained in said Proposal
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by Lawson Products, Inc..

Subscribed and sworn to

before me this day

Signature

June 25, 2024

Michael Drinane - VP Strategic Accounts, Government and Segment Sales
(Type or print name of affiant under signature)

Maria S. Cassin
Notary public of Illinois

My Commission expires May 19, 2025

(Seal)

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/19/25

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Lawson Products, Inc.

Street: 8770 W. Bryn Mawr Ave., Suite 900

City, State, Zip Code: Chicago, IL 60631

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6/14/2024
Date

VP- Strategic Accounts, Government and Segment Sales
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

Certification **1738**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT **RENEWAL**

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jan-2023** to **15-Jan-2026**

LAWSON PRODUCTS, INC.
8770 WEST BRYN MAWR AVE. SUITE 900
CHICAGO IL 60631

ELIZABETH MAHER MUOIO
State Treasurer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Lawson Products, Inc.		
Address:	8770 W. Bryn Mawr Ave., Suite 900		
City:	Chicago	State: IL	Zip: 60631

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature	Printed Name	Title
	Michael Drinane	VP Strategic Accounts, Government and Segment Sales

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name: N/A
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☑ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☐ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☑ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Distribution Solutions Group, Inc. Home Address: 301 Commerce Street, Suite 1700. Fort Worth, TX 76102	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this 5th day of June, 2024

(Notary Public) Maria S. Cassin

My Commission expires: 5/19/2025

OFFICIAL SEAL
MARIA S CASSIN
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 5/19/25

(Affiant)

Michael Drinane
VP Strategic Accounts, Government and Segment Sales

(Print name & title of affiant)

(Corporate Seal)

Version March 19, 2024

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

VENDOR NAME: Lawson Products, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☑ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/25/2024
Date

Michael Drinane - VP Strategic Accounts, Government and Segment Sales
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

☑ A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

☐ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Signature of Vendor's Authorized Representative	Date
Michael Drinane - VP Strategic Accounts, Government and Segment Sales	80-0496603
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Lawson Products, Inc.	(800) 890-8198
Vendor's Name	Vendor's Phone Number
8770 W. Bryn Mawr Ave., Suite 900	(312) 267-1734
Vendor's Address (Street Address)	Vendor's Fax Number
Chicago, IL 60631	government.sales@lawsonproducts.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

STATE OF NEW JERSEY
BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name:	LAWSON PRODUCTS, INC.
Trade Name:	
Address:	8770 WEST BRYN MAWR AVENUE STE 900 CHICAGO, IL 60631
Certificate Number:	1534961
Effective Date:	January 11, 2010
Date of Issuance:	April 18, 2024

For Office Use Only:

20240418114841170

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: Michael Drinane Title: VP Strategic Accounts, Government and Segment Sales

Signature: Date: 6/25/2024

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFP 24-08 Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Product andServices

VENDOR NAME: Lawson Products, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☑ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Signature

6/25/2024

Date

Michael Drinane - VP Strategic Accounts, Government and Segment Sales

Print Name and Title

DPP Rev. 12.13.2021

REGION 4 ESC
RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services
APPENDIX E - PRICE SHEET (Addendum 2)

CORE
LIST/MARKET

OFFEROR ITEM NUMBER	OFFEROR ALTERNATE NUMBER / Lawson Part #	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE (PACK, if available)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
64396	SAA16321P32			3-6 AO WHITE SUBWAY TILE		Building Supplies	EACH			$ 83.9677	38%	$ 52.0600						
6005	SL6005			2-4-8 KD WW SELECT STUD		Building Supplies	EACH			$ 6.5484	38%	$ 4.0600						
446993	SL446993			12-24 LEONIA SILVER PORC TILE SS		Building Supplies	EACH			$ 9.1774	38%	$ 5.6900						
16351	SL1079954			ARM 12-IN X 12-IN EXCLN WH VNL TL		Building Supplies	EACH			$ 176.0000	38%	$ 109.1200						
10385	1393400			80-lb Gray High Strength Concrete Mix		Building Supplies	EACH			$ 10.1452	38%	$ 6.2900						
408697	SL408697			Devanna Beige 13-in X 13-in Ceramic Floor Tile (Common: 13-in X 13-in; Actual: 13.07-in X 13.07-in)		Building Supplies	EACH			$ 1.5323	38%	$ 0.9500						
92384	SL92384			40-LB ICE MELT		Outdoor Supplies	EACH			$ 41.9302	57%	$ 18.0300						
940	SL940			1-4-8 2 TC WHITEWOOD BOARD		Building Supplies	EACH			$ 12.5161	38%	$ 7.7600						
222710	SL222710			QUIKRETE 50-LB CONCRETE MIX		Building Supplies	EACH			$ 6.7903	38%	$ 4.2100						
942	SL 942			1-4-12 2 TC WHITEWOOD BOARD		Building Supplies	EACH			$ 20.2419	38%	$ 12.5500						
134917	DN4280			QPR 50-LB PERMNT ASPHALT REPAIR		Outdoor Supplies	EACH			$ 3.8049	59%	$ 1.5600						
167368	SUS-4456			MEDIUM MOVING BOX 18-IN X 16-IN		Building Supplies	EACH			$ 5.2258	38%	$ 3.2400						
85281	SL85281			2-CU FT PREMIUM RED MULCH		Outdoor Supplies	EACH			$ 14.0698	57%	$ 6.0500						
408697	SL408697			DEVANNA Beige 13-in x 13-in Ceramic Floor Tile (Common: 13-in x 13-in; Actual: 13.07-in x 13.07-in)		Building Supplies	EACH			$ 1.5323	38%	$ 0.9500						
911387	SA0			WATERCOLOR FLORAL FABRIC CURTAIN		Building Supplies	EACH			$ 27.8548	38%	$ 17.2700						
202922	SL635548			5/8-5-1/2-6 DE PT PICKET		Outdoor Supplies	EACH			$ 6.4186	57%	$ 2.7600						
63306	FAS12			HM 1-CT 1/4-IN ZINC FLAT WASHER		Fasteners	EACH			$ 0.1481	79%	$ 0.0311						
7001	SL4301			2-4-8 TOP CHOICE #2-PRIME STUD		Building Supplies	EACH			$ 25.6290	38%	$ 15.8900						
432481	SL432481			2-4-12 TOP CHOICE KD WHITE FIR		Building Supplies	EACH			$ 13.6452	38%	$ 8.4600						
349184	97404			BHK #8 WHITE NYLON REEL ROPE-BTF		Building Supplies	EACH			$ 154.7273	56%	$ 68.0800						
12212	SL907230			7/16 CAT OSB SHEATHING		Building Supplies	EACH			$ 14.0000	38%	$ 8.6800						
63301	100			HM 1-CT 1/4-IN ZINC HEX NUT		Fasteners	EACH			$ 0.2562	79%	$ 0.0538						
68882	58820			HM 1-CT 1/4-IN X 1-IN ZC FNDR WAS		Fasteners	EACH			$ 0.5681	79%	$ 0.1193						
62262	SL62920			2 CEIL STB CRS TEE WHITE		Building Supplies	EACH			$ 5.9677	38%	$ 3.7000						
349181	SL349181			BHK 5/16-IN SLD BRD NYLON RP-BTF		Building Supplies	EACH			$ 1.2742	38%	$ 0.7900						
63308	FAS14			HM 1-CT 3/8-IN ZINC FLAT WASHER		Fasteners	EACH			$ 0.2029	79%	$ 0.0426						
167368	SUS-15961			Medium Cardboard Moving Box with Handle Holes (Actual: 18-in x 16-in x 18-in)		Building Supplies	EACH			$ 15.6613	38%	$ 9.7100						
16352	SL16352			12-INX12-IN EXCELON CL WHT VNL TL		Building Supplies	EACH			$ 2.2258	38%	$ 1.3800						
6003	SL6003			2-4-92-5/8 KD WW SELECT STUD		Building Supplies	EACH			$ 5.8548	38%	$ 3.6300						
99649	No quote			5/8-6-8 DE PT PICKET						No quote	No quote	No quote						
446992	No quote			12-24 LEONIA SAND PORCLN TILE SS						No quote	No quote	No quote						
61697	58816			HM 1-CT NO-10 3/4-IN STL FND WSHR		Fasteners	EACH			$ 0.4571	79%	$ 0.0960						
118595	SUS-16380			Small Cardboard Moving Box with Handle Holes (Actual: 16-in x 12-in x 12-in)		Building Supplies	EACH			$ 8.9355	38%	$ 5.5400						
92432	SL655002			40-LB TOP SOIL		Outdoor Supplies	EACH			$ 5.6512	57%	$ 2.4300						
90954	SL90954			2-CU FT PREMIUM BROWN MULCH		Outdoor Supplies	EACH			$ 14.0698	57%	$ 6.0500						
63303	102			HM 1-CT 3/8-IN ZINC HEX NUT		Fasteners	EACH			$ 0.4695	79%	$ 0.0986						
309791	SL309791			NIAGARA 32-CT PURIFIED WATER		Food/Drink	EACH			$ 7.2667	10%	$ 6.5400						
320912	No quote			SOS UNFINISHED CABINETS WOODGATE						No quote	No quote	No quote						
811050	SL811050			2-CU FT PINE BARK NUGGETS		Outdoor Supplies	EACH			$ 13.3023	57%	$ 5.7200						
92122	No quote			PINE NEEDLES BALE						No quote	No quote	No quote						
67390	1154667			HM 1-CT 3/8-IN GALV FLAT WASHER		Fasteners	EACH			$ 0.9400	79%	$ 0.1974						
67341	1152387			HM 1-CT 3/8-IN 16 GALV HEX NUT		Fasteners	EACH			$ 1.1433	79%	$ 0.2401						
4511	No quote			1-2-8 PRM SPRUCE PNE FIR FS						No quote	No quote	No quote						
338238	1439290			BHK 3/32-IN CLR VNYL COAT CBL BTF		Building Supplies	EACH			$ 1.4636	56%	$ 0.6440						
796045	SL796045			SOS 12 FT MINERAL BAY II		Building Supplies	EACH			$ 10.4355	38%	$ 6.4700						
1224	SL620369			0404 AO WHITE TILE		Building Supplies	EACH			$ 10.6613	38%	$ 6.6100						
148349	SL148349			2-CU FT PREMIUM BLACK MULCH		Outdoor Supplies	EACH			$ 14.0698	57%	$ 6.0500						
664919	No quote			2.66-SQ FT AUGUSTINE SOD PBS						No quote	No quote	No quote						
104023	SZG3572969			PROJECT SOURCE 2-IN CHIP BRUSH		Building Supplies	EACH			$ 1.4355	38%	$ 0.8900						
432480	SL432480			2-4-10 TOP CHOICE KD WHITE FIR		Building Supplies	EACH			$ 10.5484	38%	$ 6.5400						
89198	SSSOS-1			SOS WIRING DEVICES		Safety	EACH			$ 51.7711	17%	$ 42.9700						
635548	SL635548			5/8-5-1/2-6 DE PT PICKET		Outdoor Supplies	EACH			$ 6.4186	57%	$ 2.7600						
63307	FAS13			HM 1-CT 5/16-IN ZINC FLAT WASHER		Fasteners	EACH			$ 0.1533	79%	$ 0.0322						
484891	SZG3785092	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
130073	SZG3785092	GE LIGHTING	F28T8/XL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
77726	1344497	DURACELL	PC1500BKD	Standard Battery,AA,Alkaline,PK24		Batteries	EACH			$ 6.4815	73%	$ 1.7500						
66106	SZG3784907	GE LIGHTING	F32T8/SPX35/ECO2	Fluorescent Linear Lamp,T8,Neutral,3500K		Lighting	EACH			$ 9.4737	62%	$ 3.6000						
62212	SZG5366943	TOUGH GUY	29WK94	Trash Bags,45 gal.,2.00 mil,PK100		Cleaning	EACH			$ 365.1951	59%	$ 149.7300						
57806	1344479	DURACELL	PC2400BKD	Standard Battery,AAA,Alkaline,PK24		Batteries	EACH			$ 6.4815	73%	$ 1.7500						
56177	DR8370	OFF	629350	Insect Repellent,Aerosol,6 oz.		Outdoor Supplies	EACH			Discontinued	Discontinued	Discontinued						
56047	SZG0329561	GE LIGHTING	F34/CX41/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K		Lighting	EACH			$ 18.9737	62%	$ 7.2100						
55592	SZG3784627	GE LIGHTING	F32T8/SPX50/ECO2	Fluorescent Lamp,T8,Very Cool,5000K		Lighting	EACH			$ 12.7895	62%	$ 4.8600						
44433	SF10908	CONDOR	4EY97	Safety Glasses,Clear,Uncoated		Safety	EACH			$ 3.4032	38%	$ 2.1100						
43635	SZG4638173	AIR HANDLER	2W233	Std Cap.Pleated Filter,20x25x2,MERV7		HVAC/Refrigerati	EACH			$ 17.5763	41%	$ 10.3700						
43029	1143246	TOUGH GUY	2LEF8	Toilet Bowl Cleaner,32 oz.,Bottle		Cleaning	EACH			$ 11.2836	33%	$ 7.5600						
40463	SZG4638146	AIR HANDLER	2W230	Std Cap.Pleated Filter,16x20x2,MERV7		HVAC/Refrigerati	EACH			$ 14.5593	41%	$ 8.5900						
38948	SZG4638155	AIR HANDLER	2W231	Std Cap.Pleated Filter,16x25x2,MERV7		HVAC/Refrigerati	EACH			$ 14.7627	41%	$ 8.7100						
38613	SZG4638164	AIR HANDLER	2W232	Std Cap.Pleated Filter,20x20x2,MERV7		HVAC/Refrigerati	EACH			$ 15.5763	41%	$ 9.1900						
37144	SO127-9660LM	CONDOR	5JK50	Knit Gloves,L,Natural,PR		Safety	EACH			$ 1.2742	38%	$ 0.7900						
33676	DN4280	PERMA-PATCH	PP-60-C	Pavement Repair Patch,60 lb.,Bag		Outdoor Supplies	EACH			$ 3.8049	59%	$ 1.5600						
33538	SF12574	CONDOR	5AX05	Jersey Gloves,9-1/2",L,Brown,PR		Safety	EACH			$ 4.3871	38%	$ 2.7200						
33415	SO763-SVP200	HONEYWELL UVEX	SVP200	Safety Glasses,Clear Lens,Clear Frame		Safety	EACH			$ 3.1290	38%	$ 1.9400						
32766	58000	NASHUA	398	Duct Tape,48mm x 55m,11 mil,Silver		Tape	EACH			$ 26.5106	53%	$ 12.4600						
30042	SO640-Q410-00-BL	RUBBERMAID	FGQ41000BL00	Flat Mop Pad,Microfiber		Cleaning	EACH			$ 38.0732	59%	$ 15.6100						
29619	54518	SCOTCH	33+ SUPER-3/4X66FT	Electrical Tape,7 mil,3/4" x 66 ft.,Blk		Tape	EACH			$ 34.3333	73%	$ 9.2700						
29186	SGWBB1327317	PHILIPS ADVANCE	ICN-2P32-N	Electronic Ballast,T8 Lamps,120/277V		Lighting	EACH			$ 36.5000	62%	$ 13.8700						
27643	SZG4638182	AIR HANDLER	2W235	Std Cap.Pleated Filter,24x24x2,MERV7		HVAC/Refrigerati	EACH			$ 17.1017	41%	$ 10.0900						
27403	1344486	DURACELL	PC1300	Standard Battery,D,Alkaline,PK12		Batteries	EACH			$ 13.1852	73%	$ 3.5600						
26403	SZG3785092	GE LIGHTING	F17T8/SP41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
25368	SZG3104748	LUMAPRO	48GP56	Fluorescent Lamp,T8,48In. L,32W,4100K		Lighting	EACH			$ 10.8421	62%	$ 4.1200						
24955	SF12870	ANSELL	92-675	Disposable Gloves,Nitrile,L,Blue,PK100		Safety	EACH			$ 44.3243	63%	$ 16.4000						
24349	DD1016	TOUGH GUY	280300	Toilet Brush,Fiber,12"		Cleaning	EACH			$ 1.8677	53%	$ 0.8778						
23988	SZG3785092	GE LIGHTING	F32T8/25W/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
23810	SO603-894-60	GEORGIA-PACIFIC	89460	Roll,Hardwound,10",800 ft.,White,PK6		Cleaning	EACH			$ 304.8780	59%	$ 125.0000						
23788	SF12574	CONDOR	3ZL57	Jersey Gloves,9-1/2",L,Brown,PR		Safety	EACH			$ 4.3871	38%	$ 2.7200						
23492	SZG4638207	AIR HANDLER	6B950	High Cap.Pleated Filter,16x25x2,MERV8		HVAC/Refrigerati	EACH			$ 18.3559	41%	$ 10.8300						
23352	SZG4638191	AIR HANDLER	6B956	High Cap.Pleated Filter,16x20x2,MERV8		HVAC/Refrigerati	EACH			$ 17.1017	41%	$ 10.0900						
22794	SO640-F468	TOUGH GUY	16W230	String Wet Mop,24 oz., Cotton		Cleaning	EACH			$ 34.0976	59%	$ 13.9800						
21222	SZG4638216	AIR HANDLER	6B937	High Cap.Pleated Filter,20x20x2,MERV8		HVAC/Refrigerati	EACH			$ 17.7627	41%	$ 10.4800						
20409	SZG3784846	GE LIGHTING	F32T8/SPX65/ECO2	Fluorescent Lamp,T8,Daylight,6500K		Lighting	EACH			$ 22.1316	62%	$ 8.4100						
19313	64664	DURACELL	DL123ABPK	Battery,123,Lithium,3V		Batteries	EACH			$ 23.4815	73%	$ 6.3400						
19313	SF12871	ANSELL	92-675	Disposable Gloves,Nitrile,XL,Blue,PK100		Safety	EACH			$ 44.3243	63%	$ 16.4000						
	SZG4638234	AIR HANDLER	6B924	High Cap.Pleated Filter,24x24x2,MERV8		HVAC/Refrigerati	EACH			$ 19.7797	41%	$ 11.6700						

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19816	1344495	DURACELL	PC1400	Standard Battery,C,Alkaline,PK12		Batteries	EACH			$ 11.0000	73%	$ 2.9700						
19244	97877	GRAINGER APPROVED	4A416	Barricade Tape,Yellow/Black,1000ft x 3In		Safety	EACH			$ 29.0484	38%	$ 18.0100						
18326	SO603-23504	GEORGIA-PACIFIC	23504	Single Fold Sheets,8rn,Envision(R),PK16		Cleaning	EACH			$ 141.3902	59%	$ 57.9700						
18219	SZG3785092	GE LIGHTING	F32T8/SXL/SPX41/ECO	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
17774	SZG4638225	AIR HANDLER	6B930	High Cap.Pleated Filter,20x25x2,MERV8		HVAC/Refrigerati	EACH			$ 18.7627	41%	$ 11.0700						
17651	SZG3437463	TOUGH GUY	110535	Trigger Sprayer,32 oz.,Red/White		Cleaning	EACH			$ 8.9268	59%	$ 3.6600						
17138	SF11061	JACKSON SAFETY	25688	Safety Glasses,Smoke Mirror		Safety	EACH			$ 9.8710	38%	$ 6.1200						
16924	1344478	DURACELL	PC1604BKD	Standard Battery,9V,Alkaline,PK12		Batteries	EACH			$ 17.7407	73%	$ 4.7900						
16332	SZG3774407	AIR HANDLER	5W511	Std Cap.Pleated Filter,20x20x1,MERV7		HVAC/Refrigerati	EACH			$ 12.6780	41%	$ 7.4800						
15864	SGWBB1327317	PHILIPS ADVANCE	ICN-4P32-N	Electronic Ballast,T8 Lamps,120/277V		Lighting	EACH			$ 36.5000	62%	$ 13.8700						
15715	SZG2108662	TOUGH GUY	4KN40	Trash Bags,40 to 45 gal.,16 micron,PK250		Cleaning	EACH			$ 197.3415	59%	$ 80.9100						
15668	SF12574	CONDOR	1AV08	Jersey Gloves,9-1/2",L,Brown,PR		Safety	EACH			$ 4.3871	38%	$ 2.7200						
15540	DN5540	CATCHMASTER	75M	Glue Trap,3/16"L x 7-1/2"W x 4"H		Building Supplies	EACH			$ 5.4146	59%	$ 2.2200						
15384	SZG0329561	GE LIGHTING	F34/CW/C/WM/ECO	Fluorescent Linear Lamp,T12,Cool,4100K		Lighting	EACH			$ 18.9737	62%	$ 7.2100						
15186	SO647-203031	RUST-OLEUM	203031	Marking Paint,17 oz.,Caution Bl/APWA Bl		Paint	EACH			$ 15.6341	59%	$ 6.4100						
15102	SGWB236845	SLOAN	V551A	Breaker Kit,Vacuum		Cleaning	EACH			$ 8.2195	59%	$ 3.3700						
14902	SO012-16-347-10	ANSELL	16-347	CutRes Gloves,XL,Yellow,PR		Safety	EACH			$ 9.2742	38%	$ 5.7500						
14446	SO101-2100	CONDOR	3ZLS3	Leather Gloves,Patch Palm,L,PR		Safety	EACH			$ 7.2581	38%	$ 4.5000						
14127	SZ5W515	AIR HANDLER	5W515	Std Cap.Pleated Filter,20x24x2,MERV7		HVAC/Refrigerati	EACH			$ 17.9661	41%	$ 10.6000						
13797	64008	DEWALT	DW8062	CutOff Wheel,A60T,4-1/2"x.045"x7/8"		Abrasives	EACH			$ 6.2000	60%	$ 2.4800						
13734	SZG1717511	GRAINGER APPROVED	6FGY1	Sand Bag, White,26 in L, 14 in W,PK100		Outdoor Supplies	EACH			$ 181.3256	57%	$ 77.9700						
13732	SF12535	CONDOR	19L482	Coated Gloves,Palm and Fingers,XL,PR		Safety	EACH			$ 4.3387	38%	$ 2.6900						
13240	SF12557	CONDOR	3ZLS0	Leather Drivers Gloves,Cowhide,L,PR		Safety	EACH			$ 16.0161	38%	$ 9.9300						
13075	SF12558	CONDOR	3ZL49	Leather Drivers Gloves,Cowhide,XL,PR		Safety	EACH			$ 16.0161	38%	$ 9.9300						
12983	SZG3776272	AIR HANDLER	2W234	Std Cap.Pleated Filter,12x24x2,MERV7		HVAC/Refrigerati	EACH			$ 15.2034	41%	$ 8.9700						
12929	SF10911	CONDOR	1FYX8	Safety Glasses,Gray		Safety	EACH			$ 5.0161	38%	$ 3.1100						
12660	SZG3773454	AIR HANDLER	5W512	Std Cap.Pleated Filter,20x25x1,MERV7		HVAC/Refrigerati	EACH			$ 14.6780	41%	$ 8.6600						
12391	29440	ENERGIZER	L91SBP-8	Standard Battery,AA,Lithium,PK8		Batteries	EACH			$ 15.4074	73%	$ 4.1600						
12193	SZG2100406	IRONCLAD	EXO-MWR-05-XL	Mechanics Glove,XL,Black/Gray,PR		Safety	EACH			$ 31.5161	38%	$ 19.5400						
12185	SZG2042844	ACORN	2563-010-001	Water Diaphragm Assembly		Building Supplies	EACH			$ 22.2419	38%	$ 13.7900						
11960	SF12001	3M	8511	Disposable Respirator,N95,Universal,PK10		Safety	EACH			$ 6.2419	38%	$ 3.8700						
11936	54334	SCRUBS	42272	Hand Cleaning Towels,10" x 12" ,Citrus		Cleaning	EACH			$ 49.4390	59%	$ 20.2700						
11881	96256	RUST-OLEUM	203022	Markng Paint,17 oz.,Cautn Blue/APWA Blue		Paint	EACH			$ 14.1463	59%	$ 5.8000						
11880	SF10623	HOTHANDS	HH2	Hand Warmer,2-1/4 in. x 3-1/2 in.,PR		Safety	EACH			$ 3.1935	38%	$ 1.9800						
11820	1390928	MICROFLEX	MK-296-L	Disposable Gloves,Nitrile,L,Black,PK100		Safety	EACH			$ 40.5806	38%	$ 25.1600						
11715	SZG2100415	IRONCLAD	EXO-MWR-04-L	Mechanics Glove,L,Black/Gray,Neoprene,PR		Safety	EACH			$ 33.3710	38%	$ 20.6900						
11660	DR8222	TOUGH GUY	2DCB5	Wasp and Hornet Killer,Aerosol,20 oz.		Outdoor Supplies	EACH			$ 25.5610	59%	$ 10.4800						
11495	SO603-263-01	GEORGIA-PACIFIC	26301	Roll,Hardwound,7-7/8",800 ft.,Brown,PK6		Cleaning	EACH			$ 24.9756	59%	$ 10.2400						
11423	SZG0057452	CONDOR	2UUJ6	Knit Gloves,XL,Natural,PR		Safety	EACH			$ 1.6935	38%	$ 1.0500						
11293	SZG3785844	GE LIGHTING	F54W/T5/841/HO/ECO	Fluorescent Linear Lamp,T5,Cool,4100K		Lighting	EACH			$ 22.4474	62%	$ 8.5300						
11246	SZG3784243	GE LIGHTING	F40DX/ECO	Fluorescent Lamp,T12,Daylight,6500K		Lighting	EACH			$ 25.4211	62%	$ 9.6600						
11207	SO068-NF11/10XL	HONEYWELL	NF11/10XL	Coated Gloves,XL,Black/Red,PR		Safety	EACH			$ 5.4839	38%	$ 3.4000						
11022	1390925	MICROFLEX	SG-375-XL	Disposable Gloves,Latex,XL,Blue,PK50		Safety	EACH			$ 48.6774	38%	$ 30.1800						
11013	SZG3774267	AIR HANDLER	5W510	Std Cap.Pleated Filter,16x25x1,MERV7		HVAC/Refrigerati	EACH			$ 14.1525	41%	$ 8.3500						
10912	SO603-12798	GEORGIA-PACIFIC	12798	Toilet Paper,Envision(R),Jumbo,2Ply,PK8		Cleaning	EACH			$ 161.9024	59%	$ 66.3800						
10814	SZG3784593	GE LIGHTING	F32T8/SPX30/ECO2	Fluorescent Linear Lamp,T8,Warm,3000K		Lighting	EACH			$ 15.6579	62%	$ 5.9500						
10740	SZG3785092	GE LIGHTING	F32T8/XL/SPX41/HL/ECO	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
10724	SZG3785092	GE LIGHTING	F32T8/SPX41/ECO2	Fluorescent Linear Lamp,T8,Cool,4100K		Lighting	EACH			$ 10.0263	62%	$ 3.8100						
10663	SZG3775843	AIR HANDLER	6B938	High Cap.Pleated Filter,20x20x1,MERV8		HVAC/Refrigerati	EACH			$ 17.2373	41%	$ 10.1700						
10593	SZG3776586	AIR HANDLER	5W509	Std Cap.Pleated Filter,16x20x1,MERV7		HVAC/Refrigerati	EACH			$ 11.9153	41%	$ 7.0300						
10590	SO315-9652-12	PURELL	9652-12	Hand Sanitizer,Bottle,Gel		Cleaning	EACH			$ 13.6341	59%	$ 5.5900						
10507	SZG9011274	TOUGH GUY	33NT68	Bleach,1 gal.,Chlorine,Bottle,PK3		Cleaning	EACH			$ 24.5610	59%	$ 10.0700						
10422	SF10909	CONDOR	1FYX6	Safety Glasses,Clear		Safety	EACH			$ 4.2258	38%	$ 2.6200						
10420	SUS-18349	GRAINGER APPROVED	1PJZ3	Corrugated Moving/Storage Box,32 ECT		Building Supplies	EACH			$ 2.5645	38%	$ 1.5900						
10318	91657	RAYOVAC	944C	Lantern Battery,Heavy Dty,6V,Spring Term		Batteries	EACH			$ 22.5185	73%	$ 6.0800						
10247	1390954	MICROFLEX	MK-296-XL	Disposable Gloves,Nitrile,XL,Black,PK100		Safety	EACH			$ 64.8462	74%	$ 16.8600						
10212	1390954	MICROFLEX	N644	Disposable Gloves,Nitrile,XL,Black,PK100		Safety	EACH			$ 64.8462	74%	$ 16.8600						
9992	SZG3776613	AIR HANDLER	6B933	High Cap.Pleated Filter,20x24x2,MERV8		HVAC/Refrigerati	EACH			$ 18.9661	41%	$ 11.1900						
9984	28341	RUST-OLEUM	206043	Athletic Field Striping Paint,White		Paint	EACH			$ 22.0488	59%	$ 9.0400						
	DA6152			TORQ "CB"* (NFSCA)		Building Supplies	EACH			$ 19.6098	59%	$ 8.0400						
	FA88445			1/4 USS ALLOY FLAT WASHER		Fasteners	EACH			$ 0.4143	79%	$ 0.0870						
	84733			1/4 SUPER PRIM DRILL		Building Supplies	EACH			$ 7.6250	60%	$ 3.0500						
	FA88447			3/8 USS ALLOY FLAT WASHER		Fasteners	EACH			$ 0.8133	79%	$ 0.1708						
	1509198			GLOSS BLACK PAINT		Paint	EACH			$ 14.3171	59%	$ 5.8700						
	92823			16-14 FAST HS BUTT CONN		Fasteners	EACH			$ 0.7856	73%	$ 0.2121						
	84741			3/8 SUPER PRIM DRILL 1-PK		Building Supplies	EACH			$ 16.4000	60%	$ 6.5600						
	84725			1/8 SUPER PRIM DRILL		Building Supplies	EACH			$ 3.7750	60%	$ 1.5100						
	FA88446			5/16 USS ALLOY FLAT WASHER		Fasteners	EACH			$ 0.6105	79%	$ 0.1282						
	84729			3/16 SUPER PRIM DRILL		Building Supplies	EACH			$ 5.4500	60%	$ 2.1800						
	FA68400			1/4 USS GR8 HEX NUT		Fasteners	EACH			$ 0.1414	79%	$ 0.0297						
	84749			1/2 SUPER PRIM DRILL		Building Supplies	EACH			$ 27.7750	60%	$ 11.1100						
	2539			14X1 HWH DR PT SCREW		Fasteners	EACH			$ 1.1119	79%	$ 0.2335						
	84727			5/32 SUPER PRIM DRILL		Building Supplies	EACH			$ 4.0250	60%	$ 1.6100						
	FA68402			3/8 USS GR8 HEX NUT		Fasteners	EACH			$ 0.4395	79%	$ 0.0923						
	84726			9/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 3.8750	60%	$ 1.5500						
	84737			5/16 SUPER PRIM DRILL		Building Supplies	EACH			$ 11.6000	60%	$ 4.6400						
	FA68401			5/16 USS GR8 HEX NUT		Fasteners	EACH			$ 0.1776	79%	$ 0.0373						
	FA501			1/4 USS FLAT WASHER		Fasteners	EACH			$ 0.2190	79%	$ 0.0460						
	FA88449			1/2 USS ALLOY FLAT WASHER		Fasteners	EACH			$ 1.8071	79%	$ 0.3795						
	94609			3/32X4 BLK CABLE TIE		Fasteners	EACH			$ 0.0496	73%	$ 0.0134						
	2537			12X1 HWH DR PT SCREW		Fasteners	EACH			$ 0.9038	79%	$ 0.1898						
	84742			25/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 19.3250	60%	$ 7.7300						
	84734			17/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 8.7000	60%	$ 3.4800						
	92822			22-18 FAST HS BUTT CONN		Fasteners	EACH			$ 0.7856	73%	$ 0.2121						
	54530			FAST HS BLUE/RED BUTT CON		Fasteners	EACH			$ 3.5926	73%	$ 0.9700						
	FA88435			1/4 SAE ALLOY FLAT WASHER		Fasteners	EACH			$ 0.3048	79%	$ 0.0640						
	84724			7/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 3.7000	60%	$ 1.4800						
	FA88448			7/16 USS ALLOY FLAT WASHER		Fasteners	EACH			$ 1.2114	79%	$ 0.2544						
	84730			13/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 6.1000	60%	$ 2.4400						
	FA68404			1/2 USS GR8 HEX NUT		Fasteners	EACH			$ 0.8086	79%	$ 0.1698						
	84728			11/64 SUPER PRIM DRILL		Building Supplies	EACH			$ 4.1500	60%	$ 1.6600						
	No quote			INTER-LUBE PENT GREASE						No quote	No quote	No quote						
	FA88437			3/8 SAE ALLOY FLAT WASHER		Fasteners	EACH			$ 0.5600	79%	$ 0.1176						
	86738			#4 MINI HOSE CLAMP		Fasteners	EACH			$ 0.9809	66%	$ 0.3335						
	FA528A			1/4 GR8 LOCKWASHER		Fasteners	EACH			$ 0.1019	79%	$ 0.0214						
	FA530A			3/8 GR8 LOCKWASHER		Fasteners	EACH			$ 0.2429	79%	$ 0.0510						

OFFEROR ITEM NUMBER	OFFEROR ALTERNATE NUMBER / Lawson Part #	MANUFACTURER NAME	MANUFACTURER MODEL NUMBER	ITEM DESCRIPTION	ALTERNATE DESCRIPTION	SUPPLY CATEGORY	UNIT OF MEASURE (EACH, if available)	UNIT OF MEASURE (PACK, if available)	INDICATE OTHER UNIT OF MEASURE (if needed)	LIST PRICE	PERCENT DISCOUNT OFF LIST	NET UNIT PRICE	ALTERNATE UNIT OF MEASURE (EACH, if available)	ALTERNATE UNIT OF MEASURE (PACK, if available)	ALTERNATE INDICATE OTHER UNIT OF MEASURE (if needed)	ALTERNATE LIST PRICE	ALTERNATE PERCENT DISCOUNT OFF LIST	ALTERNATE NET UNIT PRICE
	FA502			5/16 USS FLAT WASHER		Fasteners	EACH			$ 0.2881	79%	$ 0.0605						
	FA503			3/8 USS FLAT WASHER		Fasteners	EACH			$ 0.3833	79%	$ 0.0805						
	25272			16-14 NY BUTT CONNECTOR		Fasteners	EACH			$ 0.7193	73%	$ 0.1942						
	84723			3/32 SUPER PRIM DRILL		Building Supplies	EACH			$ 3.7750	60%	$ 1.5100						
	61660			1/2X6 SHRINK TUBING		Electronics	EACH			$ 2.3852	73%	$ 0.6440						
	84731			7/32 SUPER PRIM DRILL		Building Supplies	EACH			$ 6.6750	60%	$ 2.6700						
	53981			3/8-16 GD8 NYLON LOCKNUT		Fasteners	EACH			$ 0.5981	79%	$ 0.1256						
	FA529A			5/16 GR8 LOCKWASHER		Fasteners	EACH			$ 0.1676	79%	$ 0.0352						
	53979			1/4-20 GD8 NYLON LOCKNUT		Fasteners	EACH			$ 0.3310	79%	$ 0.0695						
	95703			15A MINI FUSE		Electronics	EACH			$ 1.7463	73%	$ 0.4715						
	No quote			DOT PUSH-IN UNION						No quote	No quote	No quote						
	FA88436			5/16 SAE ALLOY FLAT WASHER		Fasteners	EACH			$ 0.4143	79%	$ 0.0870						
	29583			9/64X6 BLK CABLE TIE		Fasteners	EACH			$ 0.1000	73%	$ 0.0270						
94611	94611			Cable Ties-Nylon, 11.75" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 3" Bundle Diameter		Fasteners	EACH			$ 0.1937	73%	$ 0.0523						
94610	94610			Cable Ties-Nylon, 8" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1-3/4" Bundle Diameter		Fasteners	EACH			$ 0.1030	73%	$ 0.0278						
94613	94613			Cable Ties-Nylon, 15.25" Length, 0.30" Width, Black, 120 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter		Fasteners	EACH			$ 0.4330	73%	$ 0.1169						
94612	94612			Cable Ties-Nylon, 15.5" Length, 0.18" Width, Black, 50 LBs Minimum Loop Tensile Strength, 4" Bundle Diameter		Fasteners	EACH			$ 0.2859	73%	$ 0.0772						
94609	94609			Cable Ties-Nylon, 4" Length, 0.10" Width, Black, 18 LBs Minimum Loop Tensile Strength, 7/8" Bundle Diameter		Fasteners	EACH			$ 0.0496	73%	$ 0.0134						
88445	88445			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/4		Fasteners	EACH			$ 0.4076	79%	$ 0.0856						
88447	88447			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 3/8		Fasteners	EACH			$ 0.4971	79%	$ 0.1044						
88446	88446			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 5/16		Fasteners	EACH			$ 0.3971	79%	$ 0.0834						
A528	A528			Lock Washer, Alloy Steel, Zinc Finish, 1/4		Fasteners	EACH			$ 0.0595	79%	$ 0.0125						
FA502	FA502			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 5/16		Fasteners	EACH			$ 0.2881	79%	$ 0.0605						
A529	A529			Lock Washer, Alloy Steel, Zinc Finish, 5/16		Fasteners	EACH			$ 0.0924	79%	$ 0.0194						
A101	A101			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 5/16-18		Fasteners	EACH			$ 0.4986	79%	$ 0.1047						
A100	A100			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 1/4-20		Fasteners	EACH			$ 0.3705	79%	$ 0.0778						
511	511			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #10		Fasteners	EACH			$ 0.1162	79%	$ 0.0244						
FA501	FA501			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 1/4		Fasteners	EACH			$ 0.2190	79%	$ 0.0460						
A102	A102			Hex Nut, Grade 8, Zinc Finish, Alloy Steel, 3/8-16		Fasteners	EACH			$ 0.6767	79%	$ 0.1421						
FA503	FA503			Flat Washer, USS, Zinc Finish, Low Carbon Steel, 3/8		Fasteners	EACH			$ 0.3833	79%	$ 0.0805						
FA95678	FA95678			Hex Nut, Grade 5, Zinc Finish, Steel, 5/16-18		Fasteners	EACH			$ 0.1919	79%	$ 0.0403						
88449	88449			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 1/2		Fasteners	EACH			$ 1.2695	79%	$ 0.2666						
92823	92823			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length		Fasteners	EACH			$ 0.7856	73%	$ 0.2121						
88435	88435			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/4		Fasteners	EACH			$ 0.2552	79%	$ 0.0536						
FA88445	FA88445			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 1/4		Fasteners	EACH			$ 0.4143	79%	$ 0.0870						
A530	A530			Lock Washer, Alloy Steel, Zinc Finish, 3/8		Fasteners	EACH			$ 0.1338	79%	$ 0.0281						
FA95677	FA95677			Hex Nut, Grade 5, Zinc Finish, Steel, 1/4-20		Fasteners	EACH			$ 0.0986	79%	$ 0.0207						
84931	84931			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, #10 x 3/4"		Fasteners	EACH			$ 0.8271	79%	$ 0.1737						
88437	88437			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 3/8		Fasteners	EACH			$ 0.4614	79%	$ 0.0969						
85487M01	85487M01			Cable Ties, 7.31" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 1-3/4" Bundle Diameter		Fasteners	EACH			$ 0.2411	73%	$ 0.0651						
523	523			Flat Washer, SAE, Zinc Finish, Low Carbon Steel, #8		Fasteners	EACH			$ 0.0948	79%	$ 0.0199						
94728	94728			Superbutt Connector-Long Barrel 16-14 AWG, 1.075" Length, Nylon-Insulated		Fasteners	EACH			$ 0.8078	73%	$ 0.2181						
FA88446	FA88446			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 5/16		Fasteners	EACH			$ 0.6105	79%	$ 0.1282						
FA528A	FA528A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 1/4		Fasteners	EACH			$ 0.1019	79%	$ 0.0214						
88436	88436			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 5/16		Fasteners	EACH			$ 0.2976	79%	$ 0.0625						
1368141	1368141			Clear Butt Connector 16-14 AWG - Crimp and Adhesive-lined Crystal Clear Heat Seal Tubing for a Secure, Visible Connection.		Fasteners	EACH			$ 5.6296	73%	$ 1.5200						
FA95679	FA95679			Hex Nut, Grade 5, Zinc Finish, Steel, 3/8-16		Fasteners	EACH			$ 0.2014	79%	$ 0.0423						
FA528	FA528			Lock Washer, Non-Linking, Zinc Finish, Steel, 1/4		Fasteners	EACH			$ 0.1186	79%	$ 0.0249						
87508	87508			Flat Washer, Property Class 12 Thru-Hardened, Zinc Finish, Steel, M6		Fasteners	EACH			$ 0.4800	79%	$ 0.1008						
85489M01	85489M01			Cable Ties, 14.19" Length, 0.184" Width, Black, 50 LBs Minimum Loop Tensile Strength, 1/16 - 4" Bundle Diameter		Fasteners	EACH			$ 0.7211	73%	$ 0.1947						
1172	1172			Sheet Metal Screw, Phillips Pan Head, Zinc Finish, Steel, #10 x 3/4"		Fasteners	EACH			$ 0.8886	79%	$ 0.1866						
FA88447	FA88447			Flat Washer, Thru-Hardened, USS, Yellow Zinc Finish, Steel, 3/8		Fasteners	EACH			$ 0.8133	79%	$ 0.1708						
85490M01	85490M01			Cable Ties, 13.38" Length, 0.27" Width, Black, 120 LBs Minimum Loop Tensile Strength, 3/16 - 3-1/2" Bundle Diameter		Fasteners	EACH			$ 1.3667	73%	$ 0.3690						
88439	88439			Flat Washer, Thru-Hardened, SAE, Zinc Finish, Steel, 1/2		Fasteners	EACH			$ 0.7881	79%	$ 0.1655						
88448	88448			Flat Washer, Thru-Hardened, USS, Zinc Finish, Steel, 7/16		Fasteners	EACH			$ 0.8990	79%	$ 0.1888						
94727	94727			Superbutt Connector-Long Barrel 22-18 AWG, 1.05" Length, Nylon-Insulated		Fasteners	EACH			$ 2.0070	73%	$ 0.5419						
2539	2539			Self-Drilling Screw, Hex Head, Zinc Finish, Steel, 1/4 x 1"		Fasteners	EACH			$ 1.1119	79%	$ 0.2335						
1145786	92823			2-Piece Heat Seal Butt Connector 16-14 AWG, 1.45" Length		Fasteners	EACH			$ 0.7856	73%	$ 0.2121						
29583	29583			Cable Ties-Nylon, 6" Length, 0.14" Width, Black, 30 LBs Minimum Loop Tensile Strength, 1-1/4" Bundle Diameter		Fasteners	EACH			$ 0.1000	73%	$ 0.0270						
FA529	FA529			Lock Washer, Non-Linking, Zinc Finish, Steel, 5/16		Fasteners	EACH			$ 0.1524	79%	$ 0.0320						
FA529A	FA529A			Lock Washer, Alloy Steel, Yellow Zinc Finish, 5/16		Fasteners	EACH			$ 0.1676	79%	$ 0.0352						
601	601			Hex Cap Screw, Grade 8, Alloy Steel, Zinc Finish, 1/4-20 x 3/4 "		Fasteners	EACH			$ 0.2619	79%	$ 0.0550						
92822	92822			2-Piece Heat Seal Butt Connector 22-18 AWG, 1.45" Length		Fasteners	EACH			$ 0.7856	73%	$ 0.2121						

MANUFACTURER OR OTHER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)

REGION 4 ESC

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

RFP #24-08

			Discount is off Lawson Products Catalog Price List
CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF LIST PRICE	INDICATE WHAT THE DISCOUNT IS OFF (MANUFACTURER'S LIST PRICE, WHOLESALE PRICE, CATALOG, ETC.)
Fasteners	Multiple Manufacturers	79	Catalog
Batteries	Multiple Manufacturers	65	Catalog
Cleaning	Multiple Manufacturers	59	Catalog
Safety	Multiple Manufacturers	38	Catalog
Adhesives	Multiple Manufacturers	59	Catalog
Sealants	Multiple Manufacturers	59	Catalog
Paint	Multiple Manufacturers	59	Catalog
Abrasives	Multiple Manufacturers	60	Catalog
Misc	Fluid Power - Multiple Manufacturers	66	Catalog
Misc	Chemicals - Multiple Manufacturers	59	Catalog
Misc	Cutting Tools - Multiple Manufacturers	60	Catalog
Misc	Electrical - Multiple Manufacturers	73	Catalog
Misc	Hand Tools - Multiple Manufacturers	63	Catalog
Misc	Material Handling - Multiple Manufacturer	35	Catalog
Misc	Shop Supplies - Multiple Manufacturers	53	Catalog
Misc	Welding - Multiple Manufacturers	56	Catalog
Misc	Automotive - Multiple Manufacturers	40	Catalog
Misc	Cabinets - Multiple Manufacturers	67	Catalog
Misc	Parts Washers - Multiple Manufacturers	59	Catalog

SERVICE DESCRIPTION	RATE PER HOUR

REGION 4 ESC

RFP #24-08

Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services

Additional Items to include in a National Market Basket

CATEGORY	MANUFACTURER NAME	FIXED DISCOUNT OFF MANUFACTURERS PUBLISHED LIST PRICE

The following disclosure and statement apply to the Bidder/Proposer/Contractor/Consultant/ Vendor/Supplier or Company:

1. submitting a bid or proposal in response to a solicitation by City of Visalia; or
2. as Awardee of a contract/purchase order which is subject to approval by the Visalia City Council.

OWNERSHIP DISCLOSURE

__Lawson Products, Inc._____
Name of Bidder/Proposer/Contractor/Consultant/Vendor/Supplier or Company
8770 W. Bryn Mawr Avenue, Suite 600, Chicago, IL 60631
_____
Address

List the names of all principals, partners, and/or trustees. For corporations, provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:
__Luther King Capital Management (LKCM)-Distribution Solutions Group (Owner of Lawson Products, Inc.)_____
_____
_____
_____

CALIFORNIA LEVINE ACT STATEMENT

California Government Code Section 84308, also know as the "Levine Act," can prohibit members of the Visalia City Council from participating in any action related to a contract if he or she receives any political contributions totaling more than $250 within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution(s) by a party to be awarded a specific contract.

The following website contains a list of current Visalia City Council Members, https://www.visalia.city/government/city_council/default.asp. You are responsible for reviewing the names of Visalia City Council Members prior to making the following disclosure:

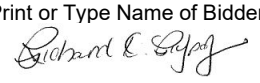
1. Have you or your company, or any agent on behalf of you or your company, made any political contributions of more than $250 to a Visalia City Council Member in the twelve (12) months preceding the date of the submission of your proposals or the anticipated date of any City Council action related to this contract? YES:_____ NO:__X___. If yes, please identify the City Council Member(s) and date(s) of contribution in the space below:

Council Member(s) Name	Date of Contribution(s)

Answering YES, does not preclude the City of Visalia from awarding a contract to your firm or from taking any subsequent action related to the contract. It does, however, preclude the identified Visalia City Council Member(s) from participating in any actions related to this contract.

NOTICE: The disclosure duty under state law continues for twelve (12) months after the award. If the above information regarding contributions changes during this time after the award, then the awardee is required to update this disclosure form.

__Lawson Products, Inc. _____
Print or Type Name of Bidder/Proposer/Contractor/Consultant/Supplier/Vendor/Company



_____ _ Richard D. Pufpaf _____
Signature of Company Authorized Individual — Print or Type Name of Authorized Individual

File #: 25-0773 **Agenda Date:** 5/4/2026 **Agenda #:** 5.

Agenda Item Wording:
Authorization to assist the Tulare County Association of Governments in preparing and submitting a joint regional application for Transit and Intercity Rail Capital Program Cycle 8 State grant funds - Authorize the City's assistance and participation in preparing a joint regional application with the Tulare County Association of Governments and Tulare County Regional Transit Agency (TCRTA) for Transit and Intercity Rail Capital Program Cycle 8 State grant funds for capital improvements to the planned Cross Valley Express and Mooney Boulevard Bus Rapid Transit systems.

Agenda Date: 05/04/2026

Prepared by:
John Lollis, Assistant City Manager, John.Lollis@visalia.gov, (559)713-4323

Department Recommendation:
Staff recommends that the City Council authorize the City's assistance and participation in preparing and submitting a joint regional application with the Tulare County Association of Governments (TCAG) and Tulare County Regional Transit Agency (TCRTA) for Transit and Intercity Rail Capital Program (TIRCP) Cycle 8 State grant funds for capital improvements to the planned Cross Valley Express and Mooney Boulevard Bus Rapid Transit systems.

Summary:
Authorize the City's assistance and participation in preparing a joint regional application with TCAG and TCRTA for TIRCP Cycle 8 State grant funds for capital improvements to the planned Cross Valley Express and Mooney Boulevard Bus Rapid Transit systems, including opportunity charging infrastructure at the Farmersville, Tulare and Visalia transit centers, additional charging capacity at the Visalia Transit Operations Yard, and sixteen (16) zero-emission battery-electric transit buses.

Background Discussion:
The Transit and Intercity Rail Capital Program (TIRCP) was created by an act of the Legislature in 2014 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems and deliver benefits such as improved air quality and reduced congestion.

The City, TCAG and TCRTA have successfully pursued competitive TIRCP grants in the past, most recently in Cycles 5 and 7. In Cycle 5 (2022), the City and TCRTA were awarded a combined $8,591,000 for zero-emission transit buses and construction of the future Lindsay Transit Center, as part of a larger joint application with Kings Area Regional Transit (KART). In Cycle 7 (2024), TCAG was awarded $59,100,000 which provides most of the capital funding needed to implement Phase 1 of the Cross Valley Corridor, including the Cross Valley Express and Mooney Boulevard Bus Rapid

Transit systems.
The proposed Cycle 8 application by TCAG would incorporate many of the project components which funding was requested but unawarded in a federal application last year to the Federal Transit Administration (FTA) Low or No Emission Grant Program, including opportunity charging infrastructure at the Farmersville, Tulare and Visalia transit centers, additional charging capacity at the Visalia Transit Operations Yard, and sixteen (16) zero-emission battery-electric transit buses. The TCAG Board of Directors approved the submittal of the grant application at its meeting on April 20, 2026, with the grant application deadline being May 14, 2026.

Fiscal Impact including annual maintenance and operating costs:
If awarded, the TIRCP grant funds would allow additional discretion and flexibility by TCAG of Senate Bill 125 transit funds to be reprogrammed for other high priority transit projects, including for the City of Visalia.

Prior Council Action:
1. April 20, 2026: Authorization to execute agreements with Tulare County Association of Governments and Caltrans for capital infrastructure
2. March 16, 2026: Appropriation of State Transit and Intercity Rail Capital Program (TIRCP) funding
3. November 3, 2025: City's Participation as the Project Lead and Primary Operator of the Regional Express Transit Service Project
4. November 1, 2021: Authorize staff to enter into a MOU for the purpose of collaborating on Cross Valley Rail efforts to provide thruway bus service and connectivity to the future High-Speed Rail.

Alternatives:
Not authorize the City's assistance and participation in preparing the joint regional application with TCAG and TCRTA.

Recommended Motion (and Alternative Motions if expected):
I move to authorize the City's assistance and participation in preparing and submitting a joint regional application with TCAG and TCRTA for TIRCP Cycle 8 State grant funds for capital improvements to the planned Cross Valley Express and Mooney Boulevard Bus Rapid Transit systems.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 05/04/2026

Attachments:
1. TCAG Board of Directors Agenda Staff Report - April 20, 2026

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒ **Economic Vitality**	☐ **Organizational Excellence**	☐ **Fiscal Strength**	☒ **Infrastructure & Growth**	☐ **Quality of Life**

AGENDA ITEM IV-D

April 20, 2026
Prepared by Giancarlo Bruno, TCAG Staff

SUBJECT:

Action: Request to Authorize TCAG Staff to Prepare and Submit a Joint Regional Application for Transit and Intercity Rail Capital Program (TIRCP) Cycle 8

BACKGROUND:

The Transit and Intercity Rail Capital Program (TIRCP) was created by an act of the California State Legislature in 2014 to provide grants from the Greenhouse Gas Reduction Fund (GGRF) to fund transformative capital improvements that will modernize California's intercity, commuter, and urban rail systems, and bus and ferry transit systems and deliver benefits such as improved air quality and reduced congestion.

Tulare County Association of Governments (TCAG) and its member agencies have successfully pursued competitive TIRCP grants in the past, most recently in Cycles 5 and 7. In Cycle 5, the City of Visalia and the Tulare County Regional Transit Agency (TCRTA) were awarded a combined $8,591,000 for zero-emission transit buses and construction of the future Lindsay Transit Center, as part of a larger joint application with Kings Area Regional Transit (KART). In Cycle 7, TCAG was awarded $59.1 million, which provided most of the capital funding needed to implement Phase 1 of Cross Valley Express bus service on the Cross Valley Corridor.

TCAG subsequently pursued two (2) federal grant opportunities, such as U.S Department of Transportation (USDOT)'s Strengthening Mobility and Revolutionizing Transportation (SMART) program and the Federal Transit Administration's (FTA's) Low or No Emission Grant Program to fund additional project expenses such as engineering of Intelligent Transportation Systems (ITS) components, additional transit buses, and charging infrastructure located at transit terminals and along the Cross Valley Express route. Neither application was awarded.

TCAG staff believe that an application to TIRCP Cycle 8 for these items which did not receive federal funding would be competitive and have a good chance of being awarded. Therefore, staff are requesting permission from the TCAG board to prepare a grant application to TIRCP Cycle 8, in conjunction with City of Visalia and TCRTA.

DISCUSSION:

The proposed grant application for TIRCP Cycle 8 would be for substantially the same project components for which funding was requested in the unawarded application to FTA's Low or No Emission Program. This request consists primarily of terminal charging at the Farmersville, Tulare and Visalia transit centers, additional charging capacity at the Visalia Transit Operations Center, and 16 zero-emission transit buses.

The transit center charging infrastructure would facilitate longer duty cycles for battery-electric buses (BEBs), enable BEBs to operate on longer distance routes, and reduce deadhead time resulting from trips to and from the bus depot for charging. Deploying

additional chargers at the Visalia bus garage will support their fleet's ongoing transition towards zero-emission buses.

Six (6) transit buses would be intended to serve on the upcoming Mooney Boulevard Bus Rapid Transit (BRT) route, a major feeder to the Cross Valley Express service, while a further 10 would be deployed on existing TCRTA routes. If TIRCP Cycle 8 funding is obtained for these buses, this would enable repurposing of SB 125 funds currently programmed for bus purchases for other activities associated with the larger Cross Valley Express project, such as design of ITS components.

A third, smaller component of the grant request is for workforce development initiatives that would support the training and hiring of zero-emission vehicle service technicians throughout Tulare County. While this component was originally tailored to Low or No Emission Program criteria, TIRCP Cycle 8 scoring criteria also emphasizes workforce development benefits and AB 680 Workforce Standards, and this aspect of the application would be adapted to reflect TIRCP guidelines.

TCAG staff propose to work with the consultant team from Arup who led the development of the Cross Valley Express Phase 1 Operations Plan and who are currently completing special area studies of the College of the Sequoias (COS) Visalia campus and the Visalia Industrial Park to revise the Low or No Emission Program grant to align more neatly with current project needs, TIRCP Cycle 8 guidelines, and TIRCP program scoring criteria. If awarded, these grant funds would allow some portion of the region's SB 125 funds- over which TCAG has more discretion- to be reprogrammed for other high priority transit projects.

RECOMMENDATION:

Authorize TCAG staff to work with Cross Valley Express consultants from Arup to prepare and submit a grant application for Cycle 8 of the Transit and Intercity Rail Capital Program (TIRCP)

FISCAL IMPACT:

If approved, grant writing assistance from Arup would be funded by SB 125 funds that have been programmed for Cross Valley Express project development activities.

ATTACHMENTS:

None.

Visalia City Council

Staff Report

File #: 25-0775 **Agenda Date:** 5/4/2026 **Agenda #:** 6.

Agenda Item Wording:
Notice of Completion - Request authorization to file a notice of completion for River Run Ranch 6 & 7 subdivision located along the north side of East St. Johns Parkway between North McAuliff Street and North River Run Street.

Agenda Date: 05/04/2026

Prepared by:
Luqman Ragabi, Associate Engineer, Luqman.ragabi@visalia.gov, 559-713-4362
Jason Huckleberry, Engineering & Building Department Director, jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation: Staff recommends that City Council authorize the filing of a notice of completion for River Run Ranch 6 & 7.

Summary:
All the required improvements for this subdivision have been completed and are ready for acceptance by the City Engineer. River Run Ranch 6 & 7 subdivision was developed by Century Communities, and contains 92 single family residential lots

Background Discussion:
The City Council authorized the recording of the final map for River Run Ranch 6 & 7 subdivision on April 7, 2025. All bonds and cash payments as identified in the subdivision agreement were received by the city at that time. As required by the subdivision ordinance, a maintenance bond valued at 10% of the cost of the public improvements has been submitted and is on file. The maintenance bond is held for one year after the recording and acts as a warranty for the public improvements installed per the subdivision agreement.

Fiscal Impact including annual maintenance and operating costs:
By authorizing this notice of completion, the City of Visalia will incorporate the identified public improvements into normal routine maintenance plans and procedures following the one-year maintenance period. This will have a nominal adverse effect on the fund that provides such maintenance.

Prior Council Action:
On April 7, 2025 council authorized the recordation of River Run Ranch 6 & 7 final map, and the formation and assessment of Landscape and Lighting District 25-03 “River Run Ranch 6-10”.

Alternatives: No alternatives are provided.

Recommended Motion (and Alternative Motions if expected):

I move to authorize the filing of a notice of completion for the River Run Ranch 6 & 7 subdivision.

Environmental Assessment Status: Complete.

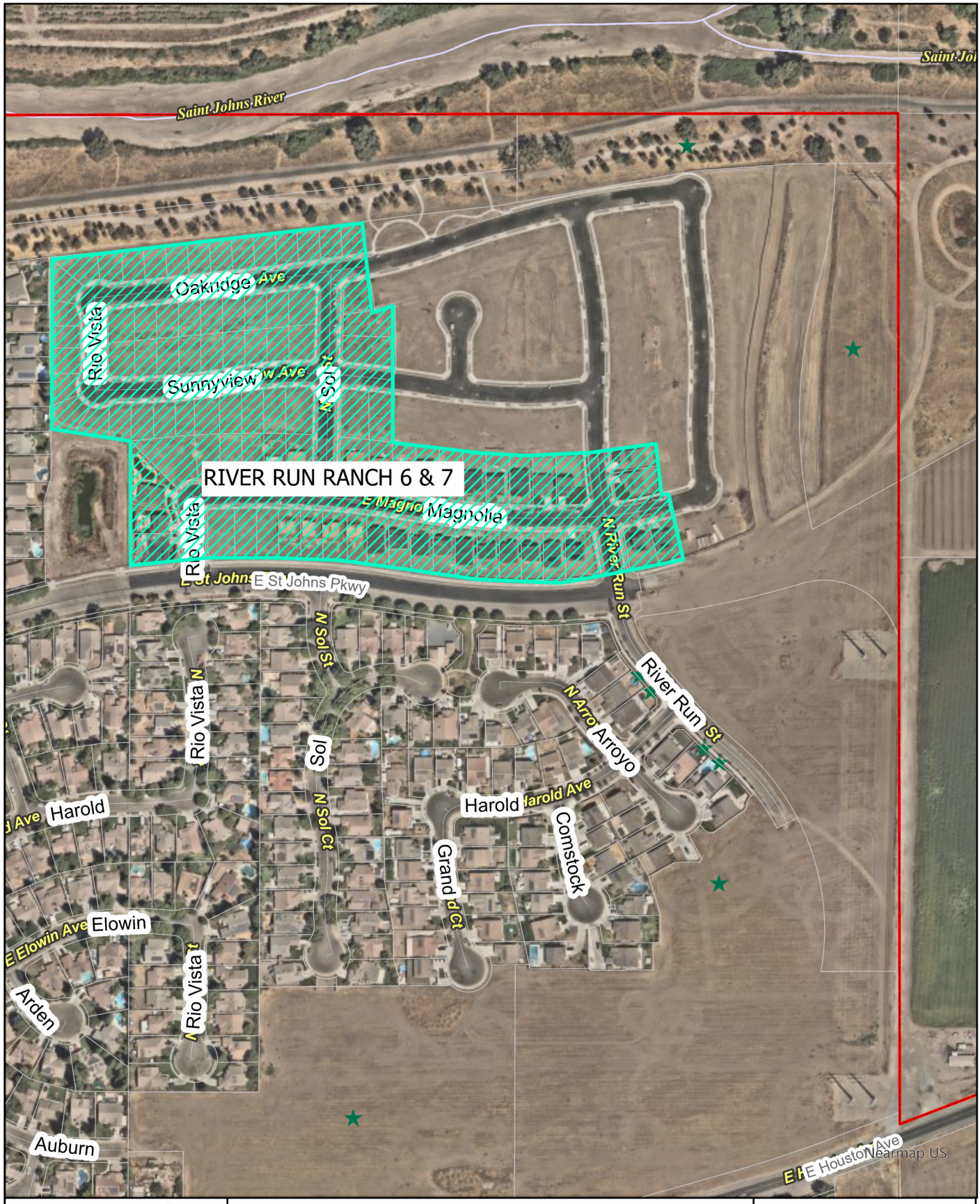
CEQA Review:
An Initial Study and Negative Declaration were prepared for the Project. Initial Study and Negative Declaration No. 2022-36 disclosed that environmental impacts are determined to be not significant.

Deadline for Action: N/A

Attachments:
1. Aerial Map
2. Final Map
3. Development Disclosure

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ **Economic Vitality**	☐ **Organizational Excellence**	☐ **Fiscal Strength**	☒ **Infrastructure & Growth**	☐ **Quality of Life**



Legend

City Limits

Aerial Map

RIVER RUN RANCH 6 & 7

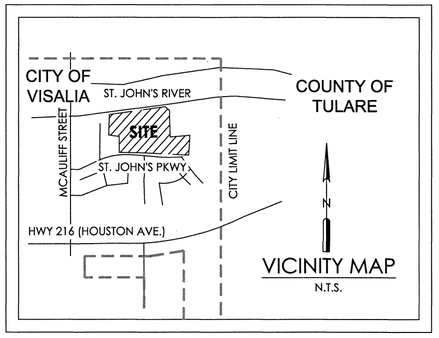
0 87.5 175 350 525 700

Feet

N

RIVER RUN RANCH PHASE 6 & 7

BEING A DIVISION OF LOTS 6, AND A PORTION OF LOTS 7, 11 AND 12 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 AND 2 PER GRANT DEED, RECORDED JULY 2, 2024 AS DOCUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
MARCH 2025



SURVEYOR'S STATEMENT

LICENSED LAND SURVEYOR — BRIAN S. BORUM — L.S. 8006 — STATE OF CALIFORNIA

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF QUEST EQUITY IN SEPTEMBER 2023 AND SAID FIELD SURVEY IS TRUE AND COMPLETE AS SHOWN. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP. ALL MONUMENTS ARE OF THE CHARACTER AND OCCUPY, OR WILL OCCUPY, THE POSITIONS INDICATED WITHIN ONE YEAR OF THIS MAP RECORDING AND ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

BRIAN S. BORUM, PLS 8006 — 4·2·25 DATE

CITY SURVEYOR'S STATEMENT

PROFESSIONAL LAND SURVEYOR — MICHAEL E. LONG — EXP: 9-30-26 — No. 6815 — STATE OF CALIFORNIA

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF CHAPTER 2 OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.

MICHAEL E. LONG PLS 6815, CITY SURVEYOR — 4/10/25 DATE

OPEN SPACE DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "OPEN SPACE DISTRICT NO. 25-01 OF THE CITY OF VISALIA," ESTABLISHED PURSUANT TO TITLE 12, CHAPTER 12.40 OF THE VISALIA MUNICIPAL CODE.

OWNER'S STATEMENT

THE UNDERSIGNED HEREBY CERTIFY THAT THEY ARE THE ONLY PERSONS HAVING ANY RECORD TITLE INTEREST IN THE REAL PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP, AND DO HEREBY CONSENT TO THE PREPARATION AND RECORDING OF SAID MAP AND THAT THE CONSENT OF NO OTHER PERSON IS NECESSARY. WE HEREBY OFFER FOR DEDICATION AND DO HEREBY DEDICATE THE FOLLOWING, AS SHOWN WITHIN THE BOUNDARIES OF THE MAP HEREON, FOR THE SPECIFIED PURPOSES:

1. RIGHT OF WAY FOR OAKRIDGE AVENUE, RIO VISTA STREET, NORTH SOL STREET, SUNNYVIEW AVENUE, NORTH RIVER RUN STREET, EAST MAGNOLIA STREET AND ST. JOHNS PARKWAY, SHOWN ON SAID MAP WITHIN SAID SUBDIVISION, IN FEE TO THE CITY OF VISALIA.
2. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, TELEVISION AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITIES EASEMENT)
3. LOTS, A, B, & C IN FEE TO THE CITY OF VISALIA FOR PARK AND OTHER PUBLIC PURPOSES
4. BLOCK WALL EASEMENTS TO THE CITY OF VISALIA FOR THE INSTALLATION AND MAINTENANCE OF A BLOCK WALL, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THERETO, AS SHOWN HEREON AND DESIGNATED AS "BWE" (BLOCK WALL EASEMENT).

FOR: CENTURY COMMUNITIES OF CALIFORNIA, LLC
A DELAWARE LIMITED LIABILITY COMPANY

BY: _____

NAME: W. ALLEN BENNETT DATE: 4/1/2025

TITLE: VICE PRESIDENT

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA
COUNTY OF FRESNO } S.S.

ON APRIL 1, 2025 BEFORE ME, PATRICIA L. GAVELLO, A NOTARY PUBLIC, PERSONALLY APPEARED W. ALLEN BENNETT WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT. WITNESS MY HAND.

NOTARY PUBLIC SIGNATURE: Patricia L. Gavello

PRINTED NAME: PATRICIA L. GAVELLO

COUNTY OF: FRESNO

COMMISSION EXPIRES: NOVEMBER 21, 2025

COMMISSION NO: 2383986

BOARD OF SUPERVISORS STATEMENT

I, JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF TULARE, STATE OF CALIFORNIA, DO HEREBY STATE THE SAID BOARD OF SUPERVISORS HAS APPROVED THE PROVISIONS MADE FOR THE PAYMENT OF TAXES AS PROVIDED IN DIVISION 2 OF TITLE 7 OF THE GOVERNMENT CODE OF THE STATE OF CALIFORNIA.

DATED: 4/28/25

JASON T. BRITT, COUNTY ADMINISTRATIVE OFFICER/CLERK OF THE BOARD OF SUPERVISORS

BY: _____ DEPUTY

BOARD OF SUPERVISORS — TULARE COUNTY, CAL.

LANDSCAPE & LIGHTING ASSESSMENT DISTRICT

ALL THE REAL PROPERTY INCLUDED IN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP IS INCLUDED IN "ASSESSMENT DISTRICT NO. 25-03, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA," ESTABLISHED PURSUANT TO THE LANDSCAPE AND LIGHTING ACT OF 1972

FLOOD HAZARD ZONE

AS DELINEATED ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE RATE MAP (MAP NUMBER 06107C0955E) FOR COMMUNITY NO. 060409, CITY OF VISALIA, TULARE COUNTY, CALIFORNIA, EFFECTIVE JUNE 16, 2009, THE PROPERTY SHOWN ON THIS MAP LIES PARTIALLY WITHIN ZONE AE, WHICH ARE SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD WITH BASE FLOOD ELEVATIONS DETERMINED AND PARTIALLY WITHIN ZONE X (SHADED), WHICH ARE AREAS OF 0.2-PERCENT ANNUAL CHANCE FLOODING. THE 1% ANNUAL CHANCE FLOODPLAIN BOUNDARY, BASE FLOOD ELEVATION LINES AND VALUES AND THE CALCULATED MINIMUM FINISHED FLOOR ELEVATIONS ARE SHOWN FOR THE PORTIONS OF THIS MAP THAT LIE WITHIN THE SPECIAL FLOOD HAZARD AREA.

VERTICAL DATUM NOTE: BASE FLOOD ELEVATION VALUES SHOWN ON THIS MAP ARE CONVERTED FROM THE NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD 88) TO THE CITY OF VISALIA DATUM BASED ON THE NATIONAL GEODETIC VERTICAL DATUM OF 1929 (NGVD 29) USING THE CONVERSION FACTOR OF 2.73 ESTABLISHED IN FEDERAL EMERGENCY MANAGEMENT AGENCY'S FLOOD INSURANCE STUDY DATED JUNE 16, 2009. THE CONVERSION FACTOR OF 2.73 IS SUBTRACTED FROM THE NAVD 88 VALUE TO OBTAIN THE EQUIVALENT NGVD 29 VALUE.

EASEMENTS AFFECTING SUBJECT PROPERTY

IRREVOCABLE OFFER OF DEDICATION FOR ACCESS AND EASEMENT FOR PUBLIC UTILITIES SHOWN ON RIVER RUN RANCH RM 39/11 TCR (SHOWN HEREON)

EASEMENT TO SOUTHERN CALIFORNIA EDISON DOCUMENT NO. 2012-0028793 TCOR FOR ELECTRICAL FACILITIES (SHOWN HEREON)

EASEMENT TO CITY OF VISALIA FOR STORM DRAIN PURPOSES BOOK 2016-0054381 TCOR (SHOWN HEREON)

CITY CLERK'S STATEMENT

THIS IS TO STATE THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF VISALIA HELD ON THE 7th DAY OF April, 2025, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED INTO APPROVING THIS MAP AND SUBDIVISION AND ON BEHALF OF THE PUBLIC, SUBJECT TO IMPROVEMENT, OAKRIDGE AVENUE, RIO VISTA STREET, NORTH SOL STREET, SUNNYVIEW AVENUE, NORTH RIVER RUN STREET, EAST MAGNOLIA STREET AND ST. JOHNS PARKWAY, OUTLOTS A, B & C, PUBLIC UTILITY EASEMENTS (PUE), AND BLOCK WALL EASEMENTS, AND CONSENTING TO THE ABANDONMENT OF THE IRREVOABLE OFFER OF DEDICATION, NOT SHOWN HEREON. ALL INCLUDED WITHIN THE BOUNDARIES OF THE SUBDIVISION AND AS SHOWN/OR STATED UPON THIS MAP.

WITNESS MY HAND AND OFFICIAL SEAL OF THE CITY OF VISALIA THIS 14th DAY OF April 2025.

LESLIE B. CAVIGLIA
CITY MANAGER/CITY CLERK

CHIEF DEPUTY CITY CLERK

CITY OF VISALIA — COUNTY OF TULARE

CITY PLANNER'S STATEMENT

I HEREBY STATE THAT THIS FINAL MAP CONFORMS TO THE TENTATIVE SUBDIVISION MAP NO. 5592 APPROVED BY THE CITY OF VISALIA PLANNING COMMISSION AT THE REGULAR MEETING HELD ON SEPTEMBER 26, 2022.

PAUL BERNAL — 4/08/2025 DATE

PLANNING AND COMMUNITY PRESERVATION DIRECTOR/CITY PLANNER

RECORDER'S STATEMENT

DOCUMENT NO. 2025-0019055
FEE PAID: $89.00

FILED THIS 29th DAY OF APRIL, 20 25, AT 9:49 A. M. IN BOOK 45 OF MAPS, AT PAGE 43, TULARE COUNTY RECORDS,
AT THE REQUEST OF BORUM LAND SURVEYING INC.

TARA K. FREITAS, CPA
TULARE COUNTY ASSESSOR / CLERK-RECORDER

BY _____ DEPUTY

//BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

4-28-2025

TSM 5592

LEGEND

●	INDICATES MOMENT FOUND AND ACCEPTED AS NOTED
■	FOUND AND ACCEPTED 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR.
○	SET 5/8" X 24" REBAR WITH CAP LS 8006 DOWN 0.5 FEET AT ALL LOT CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND WHERE INDICATED
⌑	SET CITY STANDARD STREET MONUMENT STAMPED LS 8006
(...)	RECORD DATA PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR OR CALCULATED THEREFROM
[...]	RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM
<...>	RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM
Dd	RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT N0. 2010-0050228 TCOR

CR	CORNER RECORD	R	RADIAL BEARING
	SUBJECT PARCEL BOUNDARY	PUE	PUBLIC UTILITY EASEMENT
FD	FOUND	BWE	BLOCK WALL EASEMENT
MON	MONUMENT	BFE	BASE FLOOD ELEVATION
TCR	TULARE COUNTY RECORDS		
TCOR	TULARE COUNTY OFFICIAL RECORDS	ALL DISTANCES SHOWN IN FEET OR DECIMALS THEREOF	
SNF	SEARCHED NOTHING FOUND		

ABANDONMENT NOTE

PURSUANT TO SECTION 66343(G) OF THE GOVERNMENT CODE, THIS FILING OF THIS FINAL MAP SHALL CONSTITUTE ABANDONMENTOF THE FOLLOWING:

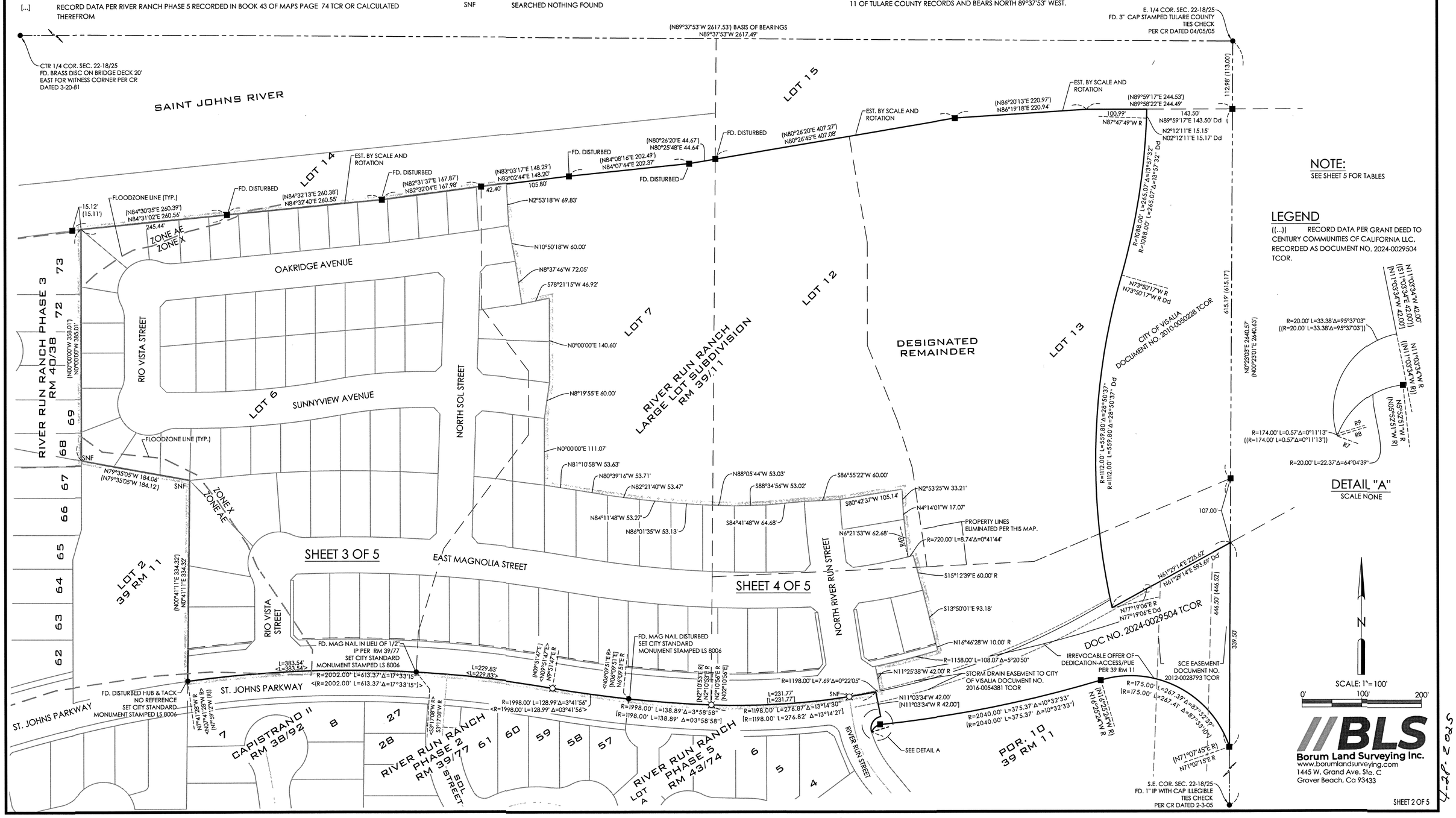
1. A PORTION OF THE IRREVOCABLE OFFER OF DEDICATIONFOR ACCESS EASEMENT AND PUBLIC UTILITIES PER RIVER RUN LARGE LOT SUBDIVISION, FILED IN BOOK 39 OF MAPS, AT PAGE 11, TULARE COUNTY RECORDS, NOT SHOWN ON THIS MAP.

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.M AS SHOWN ON RIVER RUN RANCH RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°37'53" WEST.

RIVER RUN RANCH PHASE 6 & 7

BEING A DIVISION OF LOTS 6, AND A PORTION OF LOTS 7, 11 AND 12 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 AND 2 PER GRANT DEED, RECORDED JULY 2, 2024 AS DOCUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
MARCH 2025



TSM 5592

RIVER RUN RANCH PHASE 6 & 7

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MARCH 2025

LEGEND

- ● INDICATES MOMENT FOUND AND ACCEPTED AS NOTED
- ■ FOUND 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR
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- ⌾ SET CITY STANDARD STREET MONUMENT STAMPED LS 8006
- (...) RECORD DATA PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR OR CALCULATED THEREFROM
- [...] RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM
- <...> RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM
- Dd RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT NO. 2010-0050228 TCOR
- ((...)) RECORD DATA PER GRANT DEED TO CENTURY COMMUNITIES OF CALIFORNIA LLC, RECORDED AS DOCUMENT NO. 2024-0029504 TCOR.

	SUBDIVISION BOUNDARY
R	RADIAL BEARING
FD	FOUND
MON	MONUMENT
TCR	TULARE COUNTY RECORDS
TCOR	TULARE COUNTY OFFICIAL RECORDS
SNF	SEARCHED NOTHING FOUND
PUE	PUBLIC UTILITY EASEMENT
BFE	BASE FLOOD ELEVATION
BWE	BLOCK WALL EASEMENT
CR	CORNER RECORD

ALL DISTANCES IN FEET AND DECIMALS THEREOF

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.M AS SHOWN ON RIVER RUN RANCH RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°37'53" WEST.

NOTE:
SEE SHEET 5 FOR TABLES

SCALE: 1"= 60'
0' 60' 120'

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave. Ste. C
Grover Beach, Ca 93433

SHEET 3 OF 5

4-28-25

TSM 5592

RIVER RUN RANCH PHASE 6 & 7

BEING A DIVISION OF LOTS 6, AND A PORTION OF LOTS 7, 11 AND 12 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 AND 2 PER GRANT DEED, RECORDED JULY 2, 2024 AS DOCUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
MARCH 2025

LEGEND

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■	FOUND 1/2" IRON PIPE TAGGED RCE 21182 UNLESS NOTED OTHERWISE PER RIVER RUN RANCH LARGE LOT SUBDIVISION RECORDED IN BOOK 39 OF MAPS PAGE 11 TCR
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[...]	RECORD DATA PER RIVER RANCH PHASE 5 RECORDED IN BOOK 43 OF MAPS PAGE 74 TCR OR CALCULATED THEREFROM
<...>	RECORD DATA PER RIVER RUN RANCH PHASE TWO RECORDED IN BOOK 39 OF MAPS PAGE 77 TCR OR CALCULATED THEREFROM
Dd	RECORD DATA PER GRANT DEED TO CITY OF VISALIA RECORDED AS DOCUMENT NO. 2010-0050228 TCOR
((...))	RECORD DATA PER GRANT DEED TO CENTURY COMMUNITIES OF CALIFORNIA LLC, RECORDED AS DOCUMENT NO. 2024-0029504 TCOR.
	SUBDIVISION BOUNDARY
R	RADIAL BEARING
FD	FOUND
MON	MONUMENT
TCR	TULARE COUNTY RECORDS
TCOR	TULARE COUNTY OFFICIAL RECORDS
SNF	SEARCHED NOTHING FOUND
PUE	PUBLIC UTILITY EASEMENT
BFE	BASE FLOOD ELEVATION
BWE	BLOCK WALL EASEMENT
CR	CORNER RECORD
	ALL DISTANCES IN FEET AND DECIMALS THEREOF

BASIS OF BEARINGS

THE BASIS OF BEARINGS FOR THIS MAP IS THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST M.D.M AS SHOWN ON RIVER RUN RANCH RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF TULARE COUNTY RECORDS AND BEARS NORTH 89°37'53" WEST.

NOTE:

SEE SHEET 5 FOR TABLES

N

SCALE: 1"= 50'

0' 50' 100'

BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave, Ste. C
Grover Beach, Ca 93433

4-28-2025

TSM 5592

RIVER RUN RANCH PHASE 6 & 7

BEING A DIVISION OF LOTS 6, AND A PORTION OF LOTS 7, 11 AND 12 OF RIVER RUN RANCH LARGE LOT SUBDIVISION MAP, RECORDED IN BOOK 39 OF MAPS AT PAGE 11 OF OFFICIAL RECORDS, BEING A PORTION OF PARCEL 1 AND 2 PER GRANT DEED, RECORDED JULY 2, 2024 AS DOCUMENT NO. 2024-0029504 OF OFFICIAL RECORDS LOCATED IN THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 18 SOUTH, RANGE 25 EAST, MOUNT DIABLO MERIDIAN, IN THE CITY OF VISALIA, COUNTY OF TULARE, STATE OF CALIFORNIA.
MARCH 2025

RADIAL LINE TABLE	
RADIAL	DIRECTION
R1	N7° 41' 28"W
R2	N3° 35' 47"W
R3	N9° 51' 47"E
R4	S6° 09' 51"W
R5	N2° 10' 56"E
R6	S8° 54' 09"E
R7	N69° 57' 30"W
R8	N73° 08' 11"E
R9	N73° 19' 24"E
R10	S11° 04' 31"E
R11	S6° 43' 17"E
R12	N3° 16' 47"W
R13	S0° 46' 41"E
R14	S1° 43' 19"W
R15	N3° 23' 02"E
R16	S4° 51' 36"W
R17	S6° 20' 21"W
R18	S7° 49' 22"W
R19	N9° 18' 41"E
R20	N8° 58' 18"E
R21	N7° 33' 44"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R22	N6° 09' 26"E
R23	N4° 45' 22"E
R24	N3° 21' 28"E
R25	N1° 57' 42"E
R26	N0° 34' 00"E
R27	N0° 49' 41"W
R28	N2° 17' 40"W
R29	N2° 14' 19"W
R30	N0° 45' 35"W
R31	N0° 33' 51"E
R32	N1° 53' 18"E
R33	N3° 12' 49"E
R34	N4° 32' 26"E
R35	N5° 52' 11"E
R36	N7° 12' 08"E
R37	N8° 32' 20"E
R38	N9° 51' 47"E
R39	S8° 15' 47"W
R40	S6° 41' 21"W
R41	S5° 07' 14"W

RADIAL LINE TABLE	
RADIAL	DIRECTION
R42	S3° 33' 20"W
R43	S1° 59' 36"W
R44	N0° 25' 58"E
R45	N1° 07' 40"W
R46	S2° 52' 59"E
R47	N7° 12' 30"W
R48	S11° 10' 11"E
R49	S14° 30' 55"E
R50	S81° 58' 07"W
R51	S7° 02' 47"E
R52	S4° 02' 57"E
R53	N82° 10' 48"E
R54	S2° 38' 57"E
R55	S84° 37' 25"W
R56	N0° 33' 02"W
R57	S1° 09' 33"W
R58	S2° 52' 13"W
R59	S4° 35' 01"W
R60	S6° 18' 05"W
R61	S8° 01' 29"W
R62	S9° 45' 20"W

RADIAL LINE TABLE	
RADIAL	DIRECTION
R63	N8° 33' 56"E
R64	N7° 11' 13"E
R65	N5° 39' 21"E
R66	S9° 51' 47"W
R67	N4° 39' 47"E
R68	N3° 35' 03"E
R69	N2° 18' 14"E
R70	N1° 00' 55"E
R71	N0° 16' 23"W
R72	N1° 33' 41"W
R73	S1° 47' 43"E
R74	N24° 35' 53"E
R75	N3° 06' 25"E
R76	N56° 57' 59"W
R77	S64° 36' 32"W
R78	S63° 00' 15"W
R79	N90° 00' 00"E
R80	N4° 29' 01"W
R81	N7° 28' 39"W
R83	N6° 32' 14"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R84	N5° 19' 46"E
R86	N1° 26' 45"E
R87	N2° 47' 27"W
R88	N6° 31' 27"W
R89	N10° 17' 09"W
R90	N10° 21' 10"W
R91	S8° 10' 46"E
R92	S5° 58' 45"E
R93	S3° 47' 15"E
R94	S1° 36' 05"E
R95	S0° 00' 00"E
R96	N0° 00' 00"E
R97	N27° 20' 22"W
R98	S23° 20' 11"E
R99	S23° 49' 35"W
R100	S65° 29' 18"W
R101	N62° 39' 37"W
R102	S66° 14' 31"E
R103	S7° 47' 22"W
R104	S7° 47' 21"E

RADIAL LINE TABLE	
RADIAL	DIRECTION
R105	N90° 00' 00"W
R106	S90° 00' 00"E
R107	N63° 16' 23"E
R108	S6° 47' 58"E
R109	S10° 41' 19"E
R110	S86° 24' 08"W
R111	N43° 45' 28"W
R112	N1° 11' 04"E
R113	S21° 14' 11"W
R114	S5° 29' 25"E
R115	N5° 29' 25"W
R116	N7° 34' 11"W
R117	S7° 30' 26"E
R118	S8° 01' 41"E
R120	N10° 41' 34"W
R121	S10° 41' 03"E
R122	N5° 14' 00"E
R123	S1° 30' 02"W
R124	N1° 59' 44"W
R125	N5° 27' 18"W

RADIAL LINE TABLE	
RADIAL	DIRECTION
R126	N8° 56' 04"W
R127	N8° 58' 19"W
R128	N6° 39' 44"W
R129	N4° 21' 48"W
R130	S2° 04' 17"E
R131	S16° 46' 28"E
R132	S15° 12' 39"E
R133	S11° 03' 33"E
R135	N81° 05' 25"E
R136	S7° 48' 09"W
R137	S11° 12' 36"E
R138	S11° 25' 38"E
R139	N3° 15' 19"W
R140	N2° 13' 13"W
R141	N4° 47' 17"W
R142	N7° 31' 04"W
R150	N4° 20' 50"E
R151	S6° 34' 53"E
R152	N7° 47' 46"E
R153	N2° 10' 53"E
R154	S15° 12' 39"E
R155	N87° 03' 51"E

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C1	107.33	2054.00	2°59'38"
C2	52.56	2054.00	1°27'58"
C3	50.00	2054.00	1°23'41"
C5	50.06	2054.00	1°23'47"
C6	50.13	2054.00	1°23'54"
C7	50.23	2054.00	1°24'04"
C8	50.36	2054.00	1°24'17"
C9	50.53	2054.00	1°24'34"
C10	18.73	1946.00	0°33'06"
C11	31.96	2054.00	0°53'29"
C12	50.57	1946.00	1°29'20"
C13	50.39	1946.00	1°29'01"
C14	5.95	1946.00	0°10'30"
C15	44.29	1946.00	1°18'15"
C16	50.13	1946.00	1°28'34"
C17	40.85	1946.00	1°12'09"
C18	9.21	1146.00	0°27'37"
C19	50.01	1146.00	2°30'00"
C20	50.04	1146.00	2°30'06"
C21	68.84	1143.36	3°26'59"
C22	52.11	1148.00	2°36'03"
C23	55.03	1148.00	2°44'47"
C24	55.01	780.00	4°02'28"
C25	53.93	780.00	3°57'41"
C26	146.11	750.00	11°09'42"
C27	93.86	720.00	7°28'08"
C28	54.54	1177.00	2°39'18"
C29	50.21	1177.00	2°26'38"
C30	125.85	1207.00	5°58'26"
C31	105.37	1237.00	4°52'50"
C32	65.04	1776.00	2°05'54"
C33	53.00	1776.00	1°42'36"
C34	53.03	1776.00	1°42'39"
C35	53.11	1776.00	1°42'49"
C36	53.24	1776.00	1°43'04"
C37	53.42	1776.00	1°43'24"
C38	53.65	1776.00	1°43'51"
C39	3.33	1776.00	0°06'27"
C40	50.36	2224.00	1°17'51"
C41	53.51	2224.00	1°22'42"
C42	59.44	2224.00	1°31'53"
C43	56.24	1836.00	1°45'19"
C44	50.00	1836.00	1°33'38"
C45	50.01	1836.00	1°33'39"
C46	50.06	1836.00	1°33'44"
C47	50.15	1836.00	1°33'54"
C48	50.27	1836.00	1°34'07"
C49	50.43	1836.00	1°34'26"
C50	50.63	1836.00	1°34'48"
C51	0.64	1836.00	0°01'12"
C52	50.48	2164.00	1°20'11"
C53	199.12	2194.00	5°12'00"
C54	50.33	2164.00	1°19'57"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C55	50.21	2164.00	1°19'46"
C56	50.12	2164.00	1°19'37"
C57	50.05	2164.00	1°19'31"
C58	50.01	2164.00	1°19'27"
C59	50.00	2164.00	1°19'26"
C60	55.86	2164.00	1°28'45"
C62	23.56	50.00	26°59'45"
C63	1.46	52.00	1°36'18"
C64	53.02	52.00	58°25'28"
C65	54.52	52.00	60°04'24"
C66	19.50	52.00	21°29'28"
C67	23.03	50.00	26°23'36"
C68	9.08	2224.00	0°14'02"
C69	50.01	2224.00	1°17'18"
C70	50.00	2224.00	1°17'17"
C71	50.02	2224.00	1°17'19"
C72	49.69	2224.00	1°16'49"
C73	53.42	2444.00	1°15'08"
C74	51.52	2444.00	1°12'28"
C75	148.91	2474.00	3°26'55"
C76	112.28	2504.00	2°34'09"
C77	56.94	770.00	4°14'12"
C78	50.17	770.00	3°44'01"
C79	50.55	770.00	3°45'42"
C80	0.90	770.00	0°04'01"
C81	49.77	1312.00	2°10'24"
C82	50.39	1312.00	2°12'02"
C83	50.19	1312.00	2°11'30"
C84	50.06	1312.00	2°11'10"
C85	36.67	1312.00	1°36'05"
C86	23.86	50.00	27°20'23"
C87	3.63	52.00	4°00'11"
C88	42.80	52.00	47°09'46"
C89	37.81	52.00	41°39'42"
C90	47.06	52.00	51°51'05"
C91	3.13	50.00	3°34'53"
C92	20.73	50.00	23°45'29"
C93	6.32	470.00	0°46'13"
C94	45.26	1252.00	2°04'17"
C95	50.08	1252.00	2°17'31"
C96	50.24	1252.00	2°17'57"
C97	50.47	1252.00	2°18'34"
C98	30.17	1252.00	1°22'51"
C99	20.55	830.00	1°25'06"
C100	50.40	830.00	3°28'46"
C101	50.11	830.00	3°27'34"
C102	50.65	830.00	3°29'46"
C103	50.03	1075.68	2°39'53"
C104	58.06	1045.68	3°10'53"
C105	51.32	1015.68	2°53'42"
C106	5.01	1015.68	0°16'58"
C107	10.74	470.00	1°18'33"
C108	19.24	530.00	2°04'46"

CURVE DATA			
CURVE	LENGTH	RADIUS	DELTA
C109	23.32	50.00	26°43'37"
C110	18.20	52.00	20°03'07"
C111	40.79	52.00	44°56'32"
C112	45.23	52.00	49°50'25"
C113	20.99	52.00	23°07'44"
C114	23.32	50.00	26°43'37"
C115	50.01	2164.00	1°19'27"
C116	18.15	500.00	2°04'46"
C117	143.07	2002.00	4°05'41"
C118	470.30	2002.00	13°27'34"
C119	128.99	1998.00	3°41'56"
C120	138.89	1998.00	3°58'58"
C121	45.10	1198.00	2°09'25"
C122	7.69	1198.00	0°22'05"
C123	108.07	1158.00	5°20'50"
C124	125.63	1946.00	3°41'56"
C125	205.25	800.00	14°42'01"
C126	231.65	1282.00	10°21'10"
C127	303.21	2194.00	7°55'06"
C128	438.52	1806.00	13°54'44"
C129	231.77	1198.00	11°05'05"
C130	8.74	720.00	0°41'44"
C131	226.23	1252.00	10°21'10"
C132	237.07	1312.00	10°21'10"
C133	158.56	770.00	11°47'55"
C134	171.71	830.00	11°51'12"
C135	97.38	2044.00	2°43'47"
C136	431.06	2044.00	12°04'59"
C137	135.97	1956.00	3°58'58"
C138	176.82	1156.00	8°45'49"
C139	104.93	2444.00	2°27'36"
C140	56.33	1015.68	3°10'40"
C142	17.06	470.00	2°04'46"
C143	125.21	52.00	137°57'48"
C145	208.81	2224.00	5°22'46"
C146	128.51	52.00	141°35'38"
C147	457.07	2164.00	12°06'06"
C148	408.44	1836.00	12°44'46"
C149	126.28	1956.00	3°41'56"
C150	163.31	2224.00	4°12'26"
C151	387.84	1776.00	12°30'43"
C152	108.94	780.00	8°00'09"
C153	435.83	2054.00	12°09'27"
C154	135.27	1946.00	3°58'58"
C155	178.09	1146.00	8°54'14"
C156	107.14	1148.00	5°20'50"
C157	104.75	1177.00	5°05'57"
C158	7.04	1146.00	0°21'07"
C159	4.38	1156.00	0°13'02"
C160	102.60	720.00	8°09'52"
C161	50.01	2054.00	1°23'42"
C162	23.86	50.00	27°20'23"

//BLS
Borum Land Surveying Inc.
www.borumlandsurveying.com
1445 W. Grand Ave, Ste. C
Grover Beach, Ca 93433

SHEET 5 OF 5

320-4-2-24

CITY OF VISALIA
Disclosure Development Project

NOTICE OF COMPLETION

INCOMPLETE OR LATE SUBMISSION OF DISCLOSURE STATEMENT COULD RESULT IN CONTINUANCE OR DELAY OF YOUR PROJECT.

SITE:

Address or APN(s): 103-020-051, 103-020-052, 103-020-057, 103-020-070

Short Title or Name of proposed project: River Run Ranch Phase 6 & 7

Summary description of the proposed project: 92 lot residential subdvision

DEVELOPER(S):

If more than two developers, please provide information and signature(s) on a separate sheet.

Name (print) Century Communities of California, LLC

Mailing Address 7330 N. Palm, Suite 106

Fresno, CA 93711

Phone (559) 256-8678

Name (print) N/A

Mailing Address

Phone

Statement: I/We declare under penalty of perjury that I am/we are the developers(s) of the property per the executed Subdivision Agreement with the City of Visalia. I/We authorize the person named in this application as the Project Main Contact to act as my/our representative with City Staff regarding the processing of this application.

April 20, 2026
Date

Developer Signature

W. Allen Bennett, Vice President
Print Name & Title

Date

Developer Signature

Print Name & Title

NAMES OF PRINCIPALS, PARTNERS, AND/OR TRUSTEES:

List the names of all principals, partners, and/or trustees where any property owner and/or developer/builder are a partnership or trust. For corporations provide names of officers, directors and all stockholders owning more than 10% equity interest in corporation:

Partner/Owner/Trustee: Century Communities, Inc. - Sole Member

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Partner/Owner/Trustee:

Visalia City Council

Staff Report

Visalia City Council
707 W. Acequia
Visalia, CA 93291

File #: 25-0776 **Agenda Date:** 5/4/2026 **Agenda #:** 7.

Agenda Item Wording:
Ordinance Adoption - Second reading and adoption of Ordinance No. 2026-03, amending Visalia Municipal Code Section 1.13 Administrative Code Enforcement Procedures and Penalties.

Agenda Date: 05/03/2026

Prepared by:
Tracy Robertshawa, Neighborhood Preservation Manger, (559)713-4187, tracy.robertshaw@visalia.gov
Paul Bernal, Planning and Community Preservation Director, (559)713-4025, paul.bernal@visalia.gov

Department Recommendation:
Staff recommends that the City Council conduct the second reading and adopt Ordinance No. 2026-03, amending Visalia Municipal Code Section 1.13 Administrative Code Enforcement Procedures and Penalties per the attached Ordinance No. 2026-03.

Summary:
On April 20, 2026, the City Council held a public hearing to introduce Ordnance No. 2026-03, a request to amend Visalia Municipal Code Section 1.13 Administrative Code Enforcement Procedures and Penalties. During the public hearing, the City Council received a staff report, and a staff presentation on the changes made to the Administrative Code Enforcement Procedures and Penalties. After the item was presented and no public comments were received, the City Council voted 4-0 to introduce Ordinance No. 2026-03.

Background Discussion:
On April 20, 2026, staff presented the first reading of Ordinance No. 2026-03 which identified the following sections of Visalia Municipal Code Section 1.13 Administrative Code Enforcement Procedures and Penalties being updated:

1. Section 1.13.030 Definitions
2. Section 1.13.060 Commencement of Administrative Enforcement
3. Section 1.13.070 Service of Administrative Enforcement Order
4. Section 1.13.090 Administrative Enforcement Order Appeal Hearing

The second reading of the ordinance is the final action the City Council takes in order for amendment of Visalia Municipal Code Section 1.13 to take effect. Following the second reading and Council adoption, the ordinance will go into effect 30 days following adoption of the second reading.

Fiscal Impact including annual maintenance and operating costs: N/A

Prior Council Action:

- On April 20, 2026, City Council introduced Ordinance No. 2026-03.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adopt Ordinance No. 2026-03, amending Visalia Municipal Code 1.13 Administrative Code Enforcement Procedures and Penalties.

Environmental Assessment Status: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA). A Notice of Exemption has been prepared for the project because Section 15061(b)(3) states that the project ex exempted from CEQA if the activity is covered by the commonsense exemption that CEQA applies only to projects that have the potential for causing a significant effect of the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA.

CEQA Review: The requested action is considered exempt under Section 15061(b)(3) of the State Guidelines for the California Environmental Quality Act (CEQA).

Deadline for Action: N/A

Attachments:
1. Ordinance 2026-3 - Amending Section 1.13 Administrative code Enforcement Procedures and Penalties

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ **Economic Vitality**	☒ **Organizational Excellence**	☐ **Fiscal Strength**	☐ **Infrastructure & Growth**	☐ **Quality of Life**

ORDINANCE No. 2026-03

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA TO AMEND CHAPTER 1.13 TO ENSURE CONSISTENCY RELATED TO THE ADMINISTRATIVE PROCESS FOR CORRECTING MUNICIPAL CODE VIOLATIONS, CITY WIDE

WHEREAS, Ordinance No. 2026-03 is a request to amend Chapter 1.13 to ensure consistency related to the administrative process for correcting municipal code violations, city wide; and

WHEREAS, the City of Visalia is seeking these revisions to ensure consistency is maintained and current administrative hearing procedures align with the City's current practice; and

WHEREAS, the City Council of the City of Visalia, after duly published notice, held a public hearing before said City Council regarding Ordinance No. 2026-03 on April 20, 2026, and considered said Ordinance in accordance with the City of Visalia; and

WHEREAS, the City Council of the City of Visalia finds that the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines, Code of Regulations Section 15061(b)(3) (common sense exemption), as the proposed Ordinance will not in and of themselves have an effect on the environment.

NOW, THEREFORE, BE IT RESOLVED that the project is exempt from further environmental review pursuant to CEQA Guidelines, Code of Regulations Section 15061(b)(3).

BE IT FURTHER RESOLVED that the City Council of the City of Visalia hereby makes the following specific findings regarding Ordinance No. 2026-03:

1. That the Ordinance is needed to ensure consistency is maintained and current administrative hearing procedures align with the City's current practice.
2. That the project is exempt from further review under the California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) (common sense exemption).

NOW, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF VISALIA, has identified the need to amend the existing provisions to the Visalia Municipal Code Chapter 1.13 "Code Enforcement Procedures and Penalties" of the Visalia Municipal Code. The proposed amendments are to ensure consistency and match current practices related to the administrative process for correcting violations are hereby added and/or amended as contained in Attachment "A", this Ordinance.

Severability. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or its application to any person or circumstances, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivision, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Visalia hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause or phrase hereof, irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases hereof be declared invalid or unenforceable.

Construction. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal law and this Ordinance shall be construed in light of that intent.

Effective Date. This Ordinance shall take effect thirty days after its adoption.

Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted according to law.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-03 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 4, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

Ordinance No. 2026-03

Attachment "A"

Section 1. The Visalia Municipal Code shall be changed as follows.

Changes to City of Visalia Municipal Code, as specified by underline and *italics* for additions and strikeout for deletions.

Chapter 1.13

ADMINISTRATIVE CODE ENFORCEMENT PROCEDURES AND PENALTIES

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1.13.010 Declaration and Purpose

The purpose of this chapter relating to administrative code enforcement is to provide alternative remedies to address acts or omissions set forth in Section 1.13.050. Violations may be corrected, abated or addressed in a number of ways. It is the intent of this section to provide the city with an administrative process for correcting violations, to penalize violators for failure to comply with city codes and ordinances, and to empower the city to abate violations that the responsible parties have failed to abate themselves. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.020 Adoption

The city council of the city of Visalia hereby finds and determines that enforcement of the Visalia Municipal Code, other ordinances adopted by the city, conditions on entitlements and terms of city agreements are matters of local concern and serve important public purposes. The city council further finds that there is a need for an alternative method of enforcement of violations of this code. The council further finds and declares that an appropriate method for enforcement for violations of the code is an administrative citation, civil penalty and abatement program. Consistent with its powers

as a charter city, the city of Visalia hereby adopts this administrative enforcement procedure provision in order to achieve the following goals:

A. To protect the public peace, health, safety and welfare of the communities in the city of Visalia;

B. To provide for an administrative process that has objective criteria for the imposition of penalties and abatement orders and provides for a fair process to appeal the imposition of administrative enforcement orders;

C. To provide a method to penalize responsible parties who fail or refuse to comply with provisions of the city code, ordinances, agreements, or conditions on entitlements in the city of Visalia;

D. To minimize the expense and delay where the sole remedy is to pursue responsible parties in the civil or criminal justice system. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.030 Definitions

As used in this chapter, the following terms are defined in this section:

Administrative abatement orders. “Administrative abatement orders” shall refer to that portion of an administrative ~~enforcement~~ order that directs a responsible party to take various actions to abate a condition created in violation of the City's Municipal Code or ordinances.

Administrative citation. “Administrative citation” shall refer to a specific type of administrative order, specifically when a fine is being immediately issued due to a violation of the municipal code. An administrative order and administrative citation shall have the same meaning, and the terms may be used interchangeably.

Administrative ~~enforcement~~ order. “Administrative ~~enforcement~~ order” shall refer to the order issued by an enforcement officer determining that a violation of a municipal code section or other provision as set forth in 1.13.050 has occurred, and establishing the administrative penalty to be assessed, and setting forth the administrative abatement order, if any, to be imposed.

~~Administrative penalty guidelines. “Administrative penalty guidelines” are guidelines developed and maintained by each department of city which contain sample levels of penalties for violation of the City's Municipal Code or ordinances.~~

Appeal hearing officer. “Appeal hearing officer” means any person appointed by the city manager to preside over the administrative hearings provided for in this chapter.

Calendar day. “Calendar day” includes each and every consecutive day of the calendar.

City. “City” means the city of Visalia.

Code. “Code” shall mean the Visalia Municipal Code.

Enforcement officer. “Enforcement officer” means any city employee or agent of the city with the authority to enforce any provision of this code or any code adopted by the city.

Final Administrative ~~Enforcement~~ Order. "Final Administrative ~~Enforcement~~ Order" shall refer to any administrative ~~enforcement~~ order that has become final either by virtue of the responsible party failing to request an appeal hearing within the time period provided, or by virtue of a decision by the appeal hearing officer to affirm the order.

Penalty. "Penalty" shall include, but not be limited to, "civil/administrative penalty" and shall mean the amount assessed for violation of this code pursuant to the administrative notice and order procedure.

Person. "Person" includes any person, firm, association, business entity, company, corporation, government entity, organization, partnership, joint venture, limited liability company, trust, or estate.

Responsible party. "Responsible party" *means any of the following: (1) Any person that causes, maintains, permits, or is otherwise responsible for an act or omission that constitutes a violation under this chapter, if the person is a minor, then the parents or guardians of the minor shall be considered the responsible party; or (2) A person who has an ownership interest in real property upon which a violation exists; or (3) A person exercising possession or control of real property upon which a violation exits, including but not limited to a tenant, agent, employee, contractor, subcontractor, or other occupant.*

~~shall refer to any natural person, the parent or legal guardian of any person under the age of eighteen (18) years, trust, estate, receiver, cooperative, partnership, corporation, association, business, joint venture, limited liability company, any government agency that is not statutorily exempt, or any other entity, who has done any act for which an administrative enforcement order may be imposed.~~

Violation. "Violation" means the failure to comply with any provision of the Visalia Municipal Code, ordinances adopted by the Visalia City Council, or violations of licenses, permits, entitlement, or approvals issued by the City of Visalia as stated in 1.13.050(A). Each day or any portion thereof, during which any violation continues, exists, or occurs shall be deemed a separate violation. Each distinct code section, ordinance, license, permit, entitlement, or approval violated shall give rise to a separate violation that may be cited.

Working days. "Working days" are days which are neither Saturday, Sunday, nor nationally observed holidays *or days that City of Visalia offices are closed*. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.040 Judicial Review

All final administrative enforcement orders made pursuant to the procedures set forth in this chapter shall be subject to review only as provided in California Code of Civil Procedure Sections 1094.5 and 1094.6. Should any court of competent jurisdiction determine that the city must provide a judicial appeal to any final administrative order in a manner other than set forth in Sections 1094.5 and 1094.6, then it is the intent of the city council that the administrative enforcement process remain as provided herein and to provide that any appeal which is timely requested follow the procedures set forth in Government Code Section 53069.4. (Ord. 2006-15 § 2 (part), 2006; Ord. 9925 § 1 (part), 2000)

1.13.050 Administrative Enforcement Authority

A. In addition to criminal sanctions, civil injunctions and other remedies set forth in this code, the city may impose administrative penalties, administrative abatement orders*, or issue administrative citations,* in a manner consistent with the procedures set forth in this Chapter for any of the following acts or omissions:

1. All violations of the Visalia Municipal Code;

2. All violations of the city charter and other codes or ordinances adopted by the city of Visalia;

3. All violations of uniform codes adopted by the city of Visalia;

4. Failing to comply with any order issued by a commission, board, hearing officer or examiner or other body appointed by the city council and authorized to issue orders, including but not limited to the planning commission and the historic preservation advisory committee;

5. Failing to comply with any condition imposed by any entitlement, permit, contract or environmental document issued or approved by the city of Visalia.

B. Alternative Remedy. Nothing in this chapter shall prevent the city from using one or more other remedies to address violations. When the violation upon which the administrative enforcement order is based pertains to building, plumbing, electrical, structural or zoning provisions, the responsible party shall be provided a reasonable period of time to correct the violation prior to imposition of the administrative penalty, except in those cases in which there is an immediate danger to health or safety*, in which case the responsible party may be ordered to take immediate action or an administrative penalty may be immediately imposed. The city may also, in addition to the administrative penalties described below, seek recovery of all administrative costs incurred by city staff in the abatement of a violation.*

C. Standard Administrative Penalty. Unless a specific administrative penalty is adopted by the City Council *under an applicable municipal code provision*, the amount of the administrative penalty to be imposed shall be:

1. One hundred dollars ($100.00) for a first violation;

2. Two hundred dollars ($200.00) for a second violation of the same ordinance provision within one year;

3. Five hundred dollars ($500.00) for each additional violation of the same ordinance within one year.

D. Alternative Administrative Penalty. In lieu of the standard administrative penalty schedule, the department head or his/her designee responsible for issuing an administrative penalty may establish an administrative penalty schedule providing for an administrative penalty in any amount not less than one hundred dollars ($100.00) nor more than twenty-five thousand dollars ($25,000.00) per violation. In determining the amount of the administrative penalty to be imposed, the department head shall consider factors including but not limited to:

1. The seriousness of the violation;

2. The responsible party's efforts to correct the violation;

3. The injury/damage, if any, suffered by any member of the public;

4. Any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years;

5. The amount of city staff time which was expended investigating or addressing the violation;

6. The amount of administrative penalties which have been imposed in similar situations;

7. Necessity to mitigate the damage to the community that is caused by a particular violation; and

8. Any other factors which justice may require.

The alternative administrative penalty schedule developed by the Department Head shall be submitted to the City Council for approval by resolution at a regularly noticed meeting.

Payment of any penalty shall not excuse the failure to correct the violation(s), nor shall it bar further enforcement action by the city.

E. Additional Penalty Provided by Ordinance. In addition to the standard administrative penalty or alternative administrative penalty, an administrative enforcement order may include an order to pay an additional civil penalty where such additional civil penalty is provided for by ordinance, or where an ordinance authorizes or directs a court of law to impose such additional civil penalty, unless such additional civil penalty is provided for within the alternative administrative penalty schedule as may be adopted.

F. Establishment of Administrative Abatement Orders. An administrative enforcement order may direct a responsible party to abate a public nuisance, or any other acts or omissions enumerated in Subsection A, in accordance with any of the abatement methods set forth in the Municipal Code or in other local, state or federal law. If a responsible party fails to abate a condition as specified in the administrative enforcement order, after the order becomes final, the City may choose to abate the condition through any of the abatement methods set forth in the Municipal Code or in other local, state or federal law. Nothing contained in this Section shall be construed as limiting, prejudicing or adversely affecting the City's ability to concurrently or consecutively use any of those proceedings as the City deems applicable. (Ord. 2006-15 § 2 (part), 2006)

1.13.060 Commencement of Administrative Enforcement ~~Order~~; Form of Order

A. Commencement of Administrative Enforcement. Where the city has determined that any responsible party has violated this code or other provisions as set forth in Section 1.13.050, any designated enforcement officer may commence an administrative proceeding to impose administrative penalties or administrative abatement orders by

issuing an administrative ~~enforcement~~ order*, which may be in the form of an administrative citation.*

B. Form of Notice of Administrative ~~Enforcement~~ Order. Upon determination that a violation has occurred, the enforcement officer shall prepare a notice of administrative ~~enforcement~~ order in a manner in conformance with the notice and order requirements that may be provided for in the sections of this code that establish the violation at issue. Unless otherwise specified, the notice of administrative ~~enforcement~~ order shall contain, at a minimum:

1. The name and address of the responsible party in violation. If the administrative ~~enforcement~~ order results from events occurring on, or the status or condition of, property, the order shall also contain the address of the property;

2. A statement from the city official responsible for issuing the order of the acts or conditions which violate the city code or other provisions as set forth in Section 1.13.050 and the specific code or provisions which have been violated;

3. A description of the action required to correct the violations, if applicable;

4. A statement requiring the violator(s) to correct the violation(s) within *a specific timeframe if applicable* ~~ten working days of issuance of the notice and order~~;

5. The amount of the administrative penalty the city imposes for the violation and a statement that the penalty begins to accrue immediately following receipt of notice of violation (either through separate prior notice of violation or through service of the administrative ~~enforcement~~ order), and will continue to accrue until the violation is corrected. The order may provide that each day of violation following notice of violation will be considered an additional violation for purposes of determining the applicable fine pursuant to Section 1.13.030;

6. A statement requiring the violator(s) to correct the violation(s) within *a specific timeframe, if corrective action is being required as part of the administrative order;* ~~ten working days of issuance of the notice and order~~;

7. A statement that at the time the appeal is filed, an appeal fee is due and payable ~~and a deposit of the penalty must be made,~~ or evidence provided that a request for an advance deposit hardship waiver has been provided ~~filed with the finance division~~;

8. A statement that the appeal be made in writing, and in compliance with the requirements of Section 1.13.080;

9. A statement that if the responsible party fails to request an appeal of the imposition of the administrative order within ten (10) working days *and* fails to pay the appeal fee ~~and deposit~~ or file a hardship waiver, the order imposing the penalty shall be final and immediately payable or enforceable;

10. A statement that any responsible party upon whom a final administrative ~~enforcement~~ order has been imposed may seek review of the order pursuant to California Code of Civil Procedure Sections 1094.5 ~~1094. 5~~ and 1094.6. There are no appeals to city council. (Ord. 2012-15 § 3, 2012: Ord. 2006-15 § 2 (part), 2006)

1.13.070 Service of Administrative ~~Enforcement~~ Order

A. Persons Entitled to Service. The notice of administrative ~~enforcement~~ order shall be served upon the responsible party in violation. The failure of the city official issuing the order to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other persons duly served or relieve any such person from any duty or obligation imposed on him/her.

B. Lien/Notice. If the violation is the result of a condition existing on property in the city and the city proposes to impose a lien on the property, one copy of the notice of administrative ~~enforcement~~ order shall also be served on each of the following if known to the city official issuing the order or disclosed from official public records: (a) the holder of any mortgage or deed of trust or other lien or encumbrance of record; and (b) the owner or holder of any lease of record. The failure of the city official issuing the order to serve any person required herein to be served shall not invalidate any proceedings hereunder as to any other persons duly served or relieve any such person from any duty or obligation imposed on him/her.

C. Method of Service. Service of an administrative ~~enforcement~~ order shall be effective if any one of the service methods provided for in this Subsection C is satisfied. Provided this section is satisfied, the failure of any person to actually receive the notice of administrative ~~enforcement~~ order shall not affect the validity of any proceedings taken under this Chapter. Service by certified mail in the manner herein provided shall be effective on the date of mailing.

1. Personal Service or Certified Mail. Service of an administrative ~~enforcement~~ order may be made upon all persons entitled thereto either by personal delivery or by certified mail, return receipt requested. Service *by mail* on any owner in violation is deemed complete *five (5) working days from the date it is mailed by the city to* the address listed by the owner on the latest equalized assessment roll of Tulare County, or as known to the city official issuing the order.

2. Service In Property-Related Offense Cases. In the case of a violation resulting from an event occurring on, or a condition existing on, property, service may be accomplished either by personal service as provided in subsection 1 above, or by either of the following alternative methods:

(i) By posting the property with the administrative ~~enforcement~~ order and mailing a copy of the order to the responsible party in violation, *by first-class mail* at the address of the property on which the violation has occurred or is occurring; or

(ii) Where the responsible party has a property manager or rental agency overseeing the premises, by personally serving the notice upon the property manager or rental agency in the manner set forth in subsection 1 above.

3. Substituted Service. In the event that service cannot be effected pursuant to subparagraphs 1 or 2 above, service may be made by substituted service. Substituted service may be accomplished as follows:

(i) By leaving a copy during usual business hours in the recipient's business with the person who is apparently in charge, and by thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left; or

(ii) By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, *and* thereafter mailing by first-class mail a copy to the recipient at the address where the copy was left.

4. Service on Parties Residing Out of State. If the responsible party resides or has his/her/its business address out of state *then service may be made* by certified *mail,* return receipt *requested. If the responsible party resides where certified mail service is not available, then service may be made by first class mail. Service by mail on parties residing out of state is deemed complete ten (10) working days from the date it is mailed by the city to the address listed by the owner on the latest equalized assessment roll of Tulare County, or as known to the city official issuing the order*. ~~mail, then service may be made by first-class mail~~.

5. Service by Publication. If the responsible party in violation or other person entitled to service cannot be located or service cannot be effected as otherwise set forth in this section, service may be made by publication in a Visalia newspaper of general circulation which is most likely to give actual notice to the owner. Service shall be deemed sufficient when it is accomplished pursuant to Government Code Section 6063, i.e. once a week for three successive weeks in a newspaper regularly published once a week or oftener, with at least five calendar days intervening between the respective publication dates not counting such publication dates. (Ord. 2006-15 § 2 (part), 2006)

1.13.080 Appeal of Administrative ~~Enforcement~~ Order

A. Request for Appeal. Any responsible party against whom an administrative ~~enforcement~~ order has been imposed may appeal the imposition of the order by filing a written notice of request for appeal by the methods set forth in the administrative ~~enforcement~~ order within ten (10) ~~calendar~~ *working* days of service of the notice of administrative ~~enforcement~~ order. If no request for appeal is filed with the office of community development within ten (10) ~~calendar~~ *working* days of service, appeal rights shall be deemed waived and the administrative ~~enforcement~~ order shall become final. The written appeal request shall contain:

1. A brief statement setting forth the interest the appealing party has in the matter relating to the imposition of the penalty;

2. A brief statement, in ordinary and concise language, of the material facts which the appellant claims support his/her/its contention that no administrative penalty should be imposed or that an administrative penalty of a different amount is warranted; and

3. An address at which the appellant agrees notice of any additional proceeding or an order relating to the imposition of the administrative penalty may be received by first class mail.

B. Payment of Appeal Fee. Any responsible party seeking to appeal the imposition of an administrative penalty shall be required to pay to the city clerk or designee, at the time the appeal is requested, a non-refundable appeal fee. The amount of the appeal fee may be increased or decreased by resolution of the City Council. Absent such

resolution, the appeal fee shall be $100. The appeal fee is intended to cover the costs, expenses and city employees' time incurred by the city in processing, preparation for, and hearing of the appeal. No appeal request is valid unless accompanied by the appeal fee, unless otherwise waived pursuant to subsection D. below. In the event ~~an~~ *the deposit of the* appeal fee is waived and the administrative enforcement order is upheld, the appeal fee shall be added to the penalty due. In the event the appeal fee is paid and the administrative ~~enforcement~~ order is not upheld, the appeal fee shall be returned together with any fines that have been ~~deposited in advance~~ *paid*.

C. ~~Advance Deposit of Fine. Any responsible party seeking to appeal the imposition of an administrative penalty shall be required to pay the city clerk or designee, at the time the appeal is lodged, a deposit of the fine assessed in the administrative penalty notice and order. If the responsible party is unable to make the required deposit, the responsible party shall provide evidence that a request for an advance deposit hardship waiver has been filed pursuant to subsection D. below~~.

~~D.~~ Advance Deposit Hardship Waiver. Any responsible party who is financially unable to pay the appeal fee ~~or make the advance deposit of the full amount of the fine~~ as required in subsections B. ~~and C.~~ above, and who intends to appeal the administrative ~~enforcement~~ order, may file a request for an advance deposit hardship waiver to waive ~~all or part of~~ the ~~advance~~ deposit ~~and~~ *of the* appeal fee. A request for advance deposit hardship waiver *request* must be filed ~~with the city clerk or designee on an advance deposit hardship waiver application form available from the city clerk~~ within ten working days of the date of the administrative penalty notice and order and must include a sworn declaration and any other supporting documents or materials showing the responsible party's actual financial inability to deposit the ~~full amount of the fine~~ *appeal fee* in advance of the hearing. The responsible party bears the burden of demonstrating ~~to the satisfaction of the city clerk or designee~~ the responsible party's actual inability to ~~deposit the full amount of the fine in advance of the hearing~~ *the hearing fee*. If the city clerk or designee determines not to issue an advance deposit hardship waiver, the responsible party shall remit the ~~advance deposit of the advance deposit amount and the~~ appeal fee to the city within ten working days. Failure to timely remit the ~~advance deposit and~~ appeal fee shall terminate the request for an appeal and the amount of the fine shall become immediately due and payable. The requirement of ~~depositing the full amount of the fine and~~ the appeal fee ~~as required by Section 1.13.062(C)~~ shall be stayed while the city clerk or his or her designee make~~s~~ a determination whether to issue the advance deposit hardship waiver. (Ord. 2006-15 § 2 (part), 2006)

1.13.090 Administrative Enforcement ~~Order~~ Appeal Hearing

A. Hearing Officer. All *administrative* appeals ~~of an administrative enforcement order~~ shall be heard by a hearing officer appointed by the city manager or his or her designee to hear administrative appeals. The hearing officer shall not be a city employee. *Any claim that a hearing officer is biased shall be raised to the city manager, or their designee, and it shall be determined by the city manager, or their designee, whether a different hearing officer should be appointed.*

B. Setting Administrative ~~Enforcement Order~~ Appeal Hearing. The administrative ~~enforcement order~~ appeal hearing shall be set by the city clerk or designee, and notice of the appeal hearing shall be sent to the appellant by first class mail at the address provided with the written appeal request. ~~The administrative penalty hearing shall be set for an appeal hearing no sooner than twenty (20) working days following a request for an appeal hearing. Notice of the appeal hearing shall be mailed at least fifteen (15) working days before the date set for the hearing.~~ *The hearing date shall be scheduled and notice of the hearing date shall be provided within sixty days from the date the request for an appeal is received, unless the enforcement officer determines that good cause exists for an extension of time, then the hearing date may be set for more than sixty days from the date that the request for an appeal is received.*

C. Failure to Attend Hearing. Failure of the *person seeking the appeal, also referred to as the appellant*, to attend the *scheduled* administrative ~~enforcement order appeal~~ hearing shall constitute a waiver of rights to an administrative hearing and adjudication of the notice and order or any portion thereof*, alternatively the hearing officer may proceed to hear the matter based on the written statements received from the responsible party and testimony or written statements received from the city*.

D. Rules Applicable to Conduct of the Administrative ~~Enforcement Order~~ Appeal Hearing. The following rules shall govern the conduct of the administrative ~~enforcement order~~ appeal hearing.

1. Testimony at the Hearing. At the time set for the administrative ~~enforcement order~~ appeal hearing the hearing officer shall proceed to hear testimony from the representative of the city, the appellant and any other competent persons with respect to imposition of an administrative penalty.

2. Record of Oral Evidence at Hearing. The proceedings at the hearing shall be ~~reported by a tape recorder~~ *recorded by a digital device or tape recorder*. Either party may provide a certified shorthand reporter to maintain a record of the proceedings at the requesting party's own expense.

3. Continuances. ~~The hearing officer may,~~ Upon request of the responsible party against whom a penalty is to be imposed, or upon request of the city, ~~grant~~ *the hearing date may be continued* ~~continuance from time to time~~ for good cause ~~shown, or upon his/her own motion~~ *no more than twice, if a request is submitted at least twenty four hours to the city clerk, or designee, prior to the hearing. The hearing officer, in their sole discretion, may grant additional continuances if the hearing officer determines the request to further continue the hearing is based on good cause.*

4. Oaths -- Certification. ~~The hearing officer or certified shorthand reporter shall administer the oath or affirmation.~~ *There shall be an oath or affirmation signed by everyone providing testimony at the administrative penalty hearing.*

5. Evidence Rules. *The hearing is intended to be informal in nature. Formal rules of evidence and discovery do not apply. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons rely on in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. Hearsay evidence*

may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding unless it would be admissible over objection in civil actions. Government Code Section 11513, ~~subsections (a), (b) and (c),~~ as it exists on the effective date of the ordinance adopting these provisions, or as hereafter amended, shall apply to all administrative penalty hearings.

6. Rights of Parties. Parties may represent themselves, or be represented by an attorney licensed to practice in the State of California. A party may be represented by a non-attorney representative so long as the party executes a notarized consent to said representation, and submits same to the City prior to the administrative hearing. If a party does not proficiently speak or understand the English language, he/she may provide an interpreter, at that party's own cost, to translate for the party. An interpreter shall not have had any personal involvement in the issues of the case prior to the hearing. The City may be represented by the City Attorney.

7. Official Notice. In reaching a decision, official notice may be taken, either before or after submission of the case for decision, of any fact which may be judicially noticed by the courts of this state or which may appear in any of the official records of the city or county, or any of their departments. *Copies of the reports and records of any governmental agency, division, or bureau will be accepted as evidence in lieu of the original.*

8. Subpoenas. The hearing officer shall have the authority to issue subpoenas for orders to appear and produce testimony or subpoenas duces tecum for orders to produce documents, or shall issue a subpoena upon a showing of reasonable necessity by the requesting party, in accordance with the requirements and conditions of Article 11 of Chapter 4.5 of Part of Division 3 of the California Government Code. Failure to comply with any subpoena may be considered by the hearing officer in making his/her decision regarding the imposition of administrative penalties.

9. Inspection of Premises. In the case of a violation related to property in the city, the hearing officer may inspect the building and premises involved in the hearing prior to, during, or after the hearing, provided that:

(i) Notice of such inspection shall be given to the parties before the inspection is made; and

(ii) The parties consent, and are given an opportunity to be present during the inspection. Upon completion of an inspection, the hearing officer shall state for the record during the hearing, or file a written statement after the hearing for inclusion in the hearing record, the material facts observed and the conclusion drawn therefrom. Each party shall have a right to rebut or explain the matters so stated by the hearing officer either for the record during the hearing or by filing a written statement after the hearing for inclusion in the hearing record. Inspections may be made without notice to the responsible parties if the property can be inspected from areas to which the general public has access.

10. Standard of Proof. The standard of proof to be used by the hearing officer in deciding the issues at an administrative penalty hearing is by a preponderance of the evidence.

(Ord. 2006-15 § 2 (part), 2006)

1.13.100 Form and Content of Appeal Hearing Decision

A. Factors in Hearing Officer's Decision. The hearing officer may affirm the administrative ~~enforcement~~ order imposed by the city, reduce the penalty, amend the abatement order, or find that the imposition of the penalty or abatement order is not warranted or is not in the interest of justice and vacate the order. In making his/her decision regarding the administrative ~~enforcement~~ order, the hearing officer shall consider evidence presented by all witnesses, the seriousness of the violation, the responsible party's efforts to correct the violation, the injury or damage, if any, suffered by any member of the public, any instances in which the responsible party has been in violation of the same or similar code provisions in the previous three years, and the amount of city staff time which was expended investigating and addressing the violation.

B. Format for Hearing Officer's Decision. A statement of decision of the administrative ~~enforcement order~~ appeal hearing officer shall be issued within thirty (30) calendar days of the hearing. The statement of decision shall be in writing, and shall contain a statement of the determination as to whether the administrative ~~enforcement~~ order is affirmed, amended or vacated, and the findings of fact supporting the determination. In addition, if the determination is to uphold or amend the administrative ~~enforcement~~ order, the statement decision must contain the following items:

1. A statement indicating the administrative ~~enforcement~~ order is now a final administrative ~~enforcement~~ order and that any appeal of the hearing officer's decision must be filed with a court of competent jurisdiction pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6.

2. If an advance deposit hardship waiver has been granted pursuant to VMC 1.13.*080* ~~062(D),~~ *then* a statement *in the decision shall be included* advising the responsible party that if the administrative penalty and appeal fee are not paid within the time specified, they shall be made a personal obligation of the owner, may be made a lien against the property owned by the responsible party against whom the penalty was imposed, and may be collected by special assessment.

3. In the case of an administrative abatement order, a statement that if the action identified is not taken within the time indicated, the City may perform the abatement itself, and the costs of the City's abatement shall be added to the penalty.

C. Service of the Hearing Officer's Decision. Upon issuance of the decision, the city shall serve a copy on the appellant by first class mail to the address provided by appellant in the written notice of appeal. The hearing officer's decision shall be deemed served two calendar days after the date it is mailed to the address provided by the appellant.

D. Appeal of the Hearing Officer's Decision. Any administrative penalty imposed against a responsible party pursuant to this chapter must be appealed in the manner and within the time provided in California Code of Civil Procedure Sections 1094.5 and 1094.6.

E. Payment. Any responsible party against whom an administrative penalty has been imposed ~~who was granted an Advance Deposit Hardship Waiver pursuant to Section 1.13.060(D)(4)~~ shall pay the administrative penalty *and appeal fee if an advance deposit hardship waiver was granted to delay the appeal fee requirement* to the city within ~~twenty-five (25)~~ thirty (30) calendar days of a final order or decision of the hearing officer. ~~Any deposit made by responsible party pursuant to Section 1.13.060(D)(3) shall be applied toward the payment of the administrative penalty imposed by the hearing officer. Any deposit in excess of the amount imposed by the hearing officer shall be refunded to responsible party within a reasonable time. (Ord. 2006-15 § 2 (part), 2006)~~

1.13.100 Payment and Collection of the Administrative Penalty

A. The city may take the actions set forth in this section to collect any unpaid penalty. The failure of any person to pay any penalty assessed by administrative order within the time specified on the administrative order shall result in the assessment of an additional late fee to be charged. The amount of the late fee shall be ten percent of the total amount of the civil penalty due and owing. An administrative penalty ~~shall~~ *may* accrue interest at the same annual rate as any civil judgment. ~~Interest shall accrue commencing on the 26th day following service of the hearing officer's decision.~~

B. Civil Action. The City may commence a civil action or small claims court action to collect the administrative penalty, and in such event, the city shall be entitled to recover reasonable attorney's fees and all costs associated with collection of the penalty. Costs include, but are not limited to, staff time incurred in the collection of the penalty and those set forth in Code of Civil Procedure Section 1033.5.

C. Lien. The amount of the unpaid administrative penalty, plus late charge, plus interest, plus any other costs as provided in this chapter, may be declared a lien on any real property owned by the responsible party within the city of Visalia against whom an administrative penalty has been imposed. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be served in the same manner as a summons in a civil action pursuant to Article 3 (commencing with Section 415.10) of Chapter 4 of Title 5 of Part 2 of the Code of Civil Procedure. The lien shall attach when the city manager or his/her designee records a lien listing delinquent unpaid administrative penalties with the Tulare County Recorder's Office. The lien shall specify the amount of the lien, the date of the code violation(s), the date of the final administrative decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name and address of the record owner of the parcel In the event that the lien is discharged, released, or satisfied, either through payment or foreclosure, notice of the discharge containing the information specified in this section shall be recorded by the city clerk or designee.

D. Special Assessment. The amount of the unpaid administrative penalty, plus late charges, plus interest, plus any other costs as provided in this chapter, may be declared a special assessment against any real property owned by the responsible party within the city of Visalia against whom an administrative penalty has been imposed. The city council may impose the special assessment on more than one parcel. However, the amount of the assessment shall not exceed the penalty imposed for the administrative

violation. The city manager or his/her designee may present a resolution to the city council to declare a special assessment, and upon passage and adoption thereof shall cause a certified copy thereof to be recorded with the Tulare County recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary municipal taxes are collected, and shall be subject to the same penalties and the same procedure and sale in case of delinquency as provided for ordinary municipal taxes or, after recording, the lien may be foreclosed by judicial or other sale in the manner and means provided by law.

E. Withholding Future Entitlements. The city may withhold issuance of licenses, permits and other future entitlements to a responsible party or any project, property, or application of any kind whenever any administrative penalty*, including but not limited to cost recovery charges for abatement of a nuisance, and fines,* remains unpaid.

F. Other Enforcement Procedures. The city may take such other actions as are allowed for enforcement of a civil judgment as provided for pursuant to the enforcement of judgment law, Sections 680.010, et. seq. of the California Code of Civil Procedure.

File #: 25-0780 **Agenda Date:** 5/4/2026 **Agenda #:** 8.

Agenda Item Wording:
Approve Amended Resolution No. 2026-14 - Approve amended Resolution No. 2026-14 revising the grant term from January 30, 2029, to September 30, 2029, as authorized by the Board of State and Community Corrections Board of the California Violence Intervention and Prevention.

Agenda Date: 05/04/2026

Prepared by: Jason Glick Parks & Recreation Director jason.glick@visalia.gov (559)713-4042.

Department Recommendation: Approve Amended Resolution No. 2026-14 revising the grant term end date from January 30, 2029, to September 30, 2029, as authorized by the Board of State and Community Corrections under the California Violence Intervention and Prevention program.

Summary:
On March 16, 2026, the City Council approved Resolution 2026-14, authorizing acceptance of a $2,000,000 subaward from the Board of State and Community Corrections (BSCC) under the California Violence Intervention and Prevention (Cal VIP) program.

On April 16, 2026, city staff was notified by Cal VIP of its intent to extend the grant term from January 30, 2029, to September 30, 2029. Cal VIP has requested that the City adopt an updated resolution to reflect this revised end date.

Background Discussion:
On July 21, 2025, the City Council authorized submission of an application for the California Violence Intervention and Prevention (Cal VIP) Grant.

On February 12, 2026, the City was notified that its Cal VIP Cohort 5 proposal was recommended for funding in the full award amount of $2,000,000 over three years. Approval of Resolution No. 2026-14 will authorize acceptance of the grant award and implementation of the program in partnership with Community Services Employment Training (CSET), which will serve as grant administrator.

The Cal VIP grant program, initially known as Cal GRIP (California Gang Reduction, Intervention & Prevention), was established in 2017 to fund community-based violence reduction initiatives. The program aims to support evidence-based strategies to reduce gun violence in communities disproportionately affected by violence. The State allocated $103 million for this funding cycle (Cohort 5).

The purpose of the grant is to disrupt cycles of violence and retaliatory actions in order to lower the rates of homicides, shootings, and aggravated assaults in affected communities.

The proposed program will focus on youth and families affected by violence, including those experiencing geographic or economic barriers. Grant funds will support participation in recreation

programs, enrichment activities, and family-centered events designed to strengthen family connections, expand positive opportunities for children and teens, and promote long-term community stability.

Staff are proactively engaging with at-risk youth and their families to prevent gun violence through a combination of structured activities and educational initiatives. The police department may refer at-risk or violence-affected youth to CSET for supportive and intervention services and can also connect resources provided through this grant with at-risk youth participating in the police department's Police Activities League (PAL).

Looking ahead, staff anticipate valuable opportunities for local organizations to join this effort by offering complimentary programs. Together, the city and its partners aim to build a comprehensive, community-driven response that supports and uplifts children and families most affected by violence. This collective effort seeks to create a meaningful lasting change through coordinated services, target programming, and strong local partners.

Fiscal Impact including annual maintenance and operating costs: The total grant award is $2,000,000 over a three-year period. Annual staff costs associated with program administration and oversight, which will be reimbursed through the grant, are estimated at approximately $95,000 per year.

Prior Council Action: On March 16, 2025, City Council approved Resolution 2026-14 acceptance of a $2,000,000 subaward from the Board of State and Community Corrections (BSCC) under the California Violence Intervention and Prevention (Cal VIP) program.

Alternatives: Not accept the grant award

Recommended Motion (and Alternative Motions if expected):
I move to approve amended Resolution 2026-14, revising the grant term end date from January 30, 2029, to September 30, 2029, as authorized by the Board of State and Community Corrections under the California Violence Intervention and Prevention program.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 05/04/2026

Attachments: Amended Resolution 2026-14

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ **Economic Vitality**	☒ **Organizational Excellence**	☐ **Fiscal Strength**	☐ **Infrastructure & Growth**	☐ **Quality of Life**

AMENDED RESOLUTION NO. 2026-14

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VISALIA AUTHORIZING THE CITY OF VISALIA TO ACCEPT AN AWARD FROM THE BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC) BOARD OF THE CALIFORNIA VIOLENCE INTERVENTION AND PREVENTION CAL VIP

CAL VIP GRANT PROGRAM

WHEREAS, The City of Visalia desires to accept an award from the Board of State and Community Corrections (BSCC) Board of the California Violence Intervention and Prevention (Cal VIP) in the amount of $2,000,000**.** The City of Visalia will utilize the funds to support youth and families affected by violence, including those experiencing geographic or economic challenges; and

WHEREAS, the City of Visalia was awarded grant funding and determined to allocate some of the funding to support recreation programs; and

WHEREAS, the City of Visalia received a notification of a Subrecipient from the Board of State and Community Corrections (BSCC) Board of the California Violence Intervention and Prevention (Cal VIP) for a total of $2,000,000;

WHEREAS, the Grant performance period is April 1, 2026 to September 30, 2029;

WHEREAS, that grant funds received hereunder shall not be used to supplant expenditures controlled by this body;

WHEREAS, there are no cost sharing or match requirements for the Program;

NOW, THEREFORE, BE IT RESOLVED that the Visalia City Council has reviewed and hereby accepts the award Agreement Regarding the Board of State and Community Corrections (BSCC) Board of the California Violence Intervention and Prevention (Cal VIP) Grant Programs Funding for Visalia Parks and Recreation Programs and additional local organizations to deliver complementary services,

BE IT FURTHER RESOLVED, that the City Manager for the City of Visalia is authorized to execute on behalf of the Council of the City of Visalia the Award Agreement, including any extensions or amendments thereof and any subsequent contract with the State in relation to these grant funds.

BE IT FURTHER RESOLVED, the City of Visalia hereby agrees to review, adhere to, and comply with all County, State and Federal Grant award requirements.

PASSED AND ADOPTED: May 4, 2026, LESLIE CAVIGLIA, CITY CLERK

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Resolution 2026-14 passed and adopted by the Council of the City of Visalia at a regular meeting held on May 4, 2026.

Dated: Leslie Caviglia, City Clerk

By Reyna Rivera, Chief Deputy City Clerk

Visalia City Council

Staff Report

File #: 25-0785 **Agenda Date:** 5/4/2026 **Agenda #:** 9.

Agenda Item Wording:
Ordinance Adoption of Airport Lease Agreement - Second reading and adoption of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement between the City of Visalia and the United States of America Department of Transportation Federal Aviation Administration.

Deadline for Action: None

Submitting Department: Administration

Contact Name and Phone Number: Jody Miller, Airport Manager, 713-4282, Jody.Miller@visalia.gov; John Lollis, Assistant City Manager, 713-4323, John.Lollis@visalia.gov

Department Recommendation:
Staff recommends that the City Council conduct the second reading and adoption of Ordinance No. 2026-02 authorizing the City Manager to execute an airport lease agreement with the United States of America Department of Transportation Federal Aviation Administration in its current location at the Visalia Municipal Airport Business Terminal for antenna and equipment space for a term of ten (10) years at the lease rent rate of seven hundred and twenty dollars ($720.00) monthly for a period of ten (10) years starting May 1, 2026 and continuing through September 30, 2036.

Summary:
At its meeting on April 20, 2026, the City Council conducted a public hearing to consider a draft airport lease agreement with the United States of America Department of Transportation Federal Aviation Administration at its current location at the Visalia Municipal Airport Business Terminal for antenna and equipment space for a term of ten (10) years at the lease rent rate of seven hundred and twenty dollars ($720.00) monthly for a period of ten (10) years starting May 1, 2026 and continuing through September 30, 2036.

No persons spoke in opposition at the Council meeting and Council voted (4-0) to conduct the First Reading of Ordinance No. 2026-02 for the airport lease agreement.

The second reading of the Ordinance is the final action the Council takes in order for the airport lease agreement to take effect. Following the second reading and Council adoption, the Ordinance will go into effect thirty (30) days following adoption of the second reading.

Background Discussion:
The City of Visalia and the United States of America Department of Transportation Federal Aviation Administration (FAA) first signed a lease agreement in 1996 for antenna and equipment space supporting the Automated Weather Observation System (AWOS). The most recent lease, No.

DTFAWN-12-L-0005, was executed on October 1, 2011, and expired on September 30, 2015. Since then, both parties have continued operating under a year-to-year arrangement and now seek to enter into a new lease agreement for the continued use of the property and existing facilities.

The “AWOS” is a crucial element to safe and efficient airfield operations and the equipment held in this space as well as the accompanying antenna are what powers the entire system.

Staff recommends the adoption of the new lease in lieu of exploring alternative tenants as the “FAA” and the equipment in the space allow the use of the navigational aide systems at the airport ensuring safe flight operations even in inclement weather. These systems are essential to the continued attraction of private jet, charter, and air cargo traffic to the airfield.

Fiscal Impact:
The Airport would receive eight thousand six hundred and forty dollars ($8,640.00) annually in the form of monthly payments of seven hundred and twenty dollars ($720.00) throughout the term of the lease. There are no annual Consumer Price Index (CPI) increases throughout the lease as the FAA does not allow increases for equipment and antenna space rentals.

Prior Council Action:
April 20th 2026: Council authorized the introduction and first reading of Ordinance No. 2026-02, which proposed authorization for the City Manager to execute an airport lease agreement between the City of Visalia and the United States of America Department of Transportation Federal Aviation Administration for their “AWOS” equipment and antenna space.

September 2011: Council authorized an Airport Lease Agreement between the City and the FAA for Antenna and Equipment Space used for the airfield “AWOS” system

Alternatives:
City Council could decline authorization of the lease and direct staff to further negotiate the proposed lease.

Recommended Motion (and Alternative Motions if expected):
I move to approve the second reading and adoption of Ordinance No. 2026-02 and authorize the City Manager to execute an airport lease agreement between the City of Visalia and The United States of America Department of Transportation Federal Aviation Administration for the specified terms and rent rate**.**

Environmental Assessment Status: N/A

CEQA Review: N/A

Attachments:
1. Draft Ordinance No. 2026-02
2. Draft Airport Lease Agreement
3. Airport Lease Agreement - October 1, 2011

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒ **Economic Vitality**	☒ **Organizational Excellence**	☐ **Fiscal Strength**	☒ **Infrastructure & Growth**	☐ **Quality of Life**

ORDINANCE NO. 2026-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF VISALIA

AUTHORIZING THE LEASE OF CERTAIN REAL PROPERTY TO THE UNITED STATES OF AMERICA

WHEREAS, the City of Visalia owns certain real property generally located at 9501 W airport Dr, Visalia Ca 93277, otherwise known as the “Business Terminal”; and

WHEREAS, the United States of America, Department of Transportation, Federal Aviation Administration has utilized said real property for the purpose of housing equipment crucial to the operation of the “AWOS” or Automated Weather Observation System which is a key component of safe and efficient air traffic at Visalia Municipal Airport since 1996; and,

WHEREAS, said FAA “AWOS” antenna and equipment is of benefit to, and necessary for the continued operation of the Visalia Municipal Airport; and,

WHEREAS, the original lease agreement between the City of Visalia and the United States of America terminated on September 30th 2015 and has existed on a year-to-year basis since, and the parties wish to enter into a new lease agreement for the continued use of the property and existing facilities; and,

WHEREAS, the subject real property is described as follows:

800 square feet of space at the Business Terminal located at 9501 W. Airport Drive, Visalia, California 93277.

Now therefore be it ordained by the Council of the City of Visalia,

Section 1. The City Manager of the City of Visalia is hereby authorized to execute on behalf of the City of Visalia, that certain Lease Agreement by and between the City of Visalia as Lessor and the United States of America, as Lessee, Lease No. 690EG4-25-L-00106.

Section 2. This ordinance shall go into effect thirty (30) days after its passage.

PASSED AND ADOPTED: BRETT TAYLOR, MAYOR

ATTEST: _____

LESLIE CAVIGLIA, CITY CLERK APPROVED BY CITY ATTORNEY

_____

STATE OF CALIFORNIA)
COUNTY OF TULARE) ss.
CITY OF VISALIA)

I, Leslie Caviglia, City Clerk of the City of Visalia, certify the foregoing is the full and true Ordinance 2026-02 passed and adopted by the Council of the City of Visalia at a regular meeting held on _____, 2026 and certify a summary of this ordinance will be published in the Visalia Times Delta.

Dated: LESLIE CAVIGLIA, CITY CLERK

By Reyna Rivera, Chief Deputy City Clerk

ANTENNA & EQUIPMENT SPACE LEASE
Between
THE UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
And
CITY OF VISALIA

FAA CONTRACT NO: 690EG4-25-L-00106
ATID/FACILITY TYPE: VIS-AWOS
LOCATION: VISALIA, CA

1. **Preamble (09/2021) 6.1.1** This Lease for real property is hereby entered into by and between City of Visalia, hereinafter referred to as the Lessor and the United States of America, acting by and through the Federal Aviation Administration, hereinafter referred to as the FAA.

2. **Definitions (09/2021) 6.1.1-1** For purposes of this document, the following definitions apply;

   Contract- refers to this legal instrument used to acquire an interest in real property for the direct benefit or use by the FAA. As used herein, contract denotes the document (for example- lease, easement, memorandum of agreement, or other legally binding agreement) used to implement an agreement between a customer (buyer) and a seller (supplier).

   Contractor- refers to the party(ies) receiving a direct procurement contract from the FAA and who is(are) responsible for performance of contract requirements. For purposes of this document, the contractor may also be called the Lessor, Permittor, Licensor, Grantor, Airport, or Offeror depending on the type of contract or the provision within the contract.

   Government- refers to the United States of America acting by and through the Federal Aviation Administration (FAA). For purposes of this document, Government and FAA are interchangeable.

   Real Estate Contracting Officer (RECO) - is a trained and warranted official who contracts for real property on behalf of the FAA. For purposes of this agreement, RECO is interchangeable with Contracting Officer (CO).

3. **Superseding Contract (09/2021) 6.1.2-1** This contract supersedes DTFAWN-12-L-00051 and all other previous agreements between the parties for the property described in this document.

4. **Lease Witnesseth (09/2021) 6.1.3** Witnesseth: The parties hereto, for the consideration hereinafter mentioned, covenant and agree as follows:

5. **Leased Space Description (07/2022) 6.1.4** The Lessor hereby leases to the Government the following described premises;
   Approximately eight (800) hundred square feet of equipment space shall be related to the FAA's activities in support of Air Traffic operations, located at 9501 W. Airport Drive, Visalia, California 97277.

6. **Purpose (09/2021) 6.1.5** It is understood and agreed that the use of the herein described premises shall be related to FAA's activities in support of the National Airspace System (NAS).

7. **Legal Authority (09/2021) 6.2.1** This contract is entered into under the authority of 49 U.S.C. 106(l)(6) and (n), which authorizes the Administrator of the FAA to enter into contracts, acquisitions of interests in real property, agreements, and other transactions on such terms and conditions as the Administrator determines necessary.

8. **Term (09/2021) 6.2.3** To have and to hold, for the term commencing on April 1, 2026 and continuing through September 30, 2036 inclusive, provided that adequate appropriations are available from year to year for the consideration herein.

9. **Consideration (07/2023) 6.2.4**

   A. The Government shall pay annual rent in the amount of $8640.00, payable in monthly installments in the amount of $720.00.

   B. Payments shall be made in arrears without the submission of invoices or vouchers. Payments are due on the first business day following the end of the payment period and are subject to available appropriations. The payments shall be directly deposited in accordance with the "Payment by Electronic Funds Transfer" clause in this contract. Payments shall be considered paid on the day an electronic funds transfer is made.

   C. .Monthly payment shall be made in full to: City of Visalia.

10. **Termination (01/2023) 6.2.5** The Government may terminate this contract at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government. The RECO shall terminate this contract by delivering a written notice specifying the effective date of the termination. The termination notice shall be delivered at least 30 days before the effective termination date. No costs shall accrue as of the effective date of termination.

11. **Excuse (09/2021) 6.2.5-3**
    A. The Lessor will not be in default because of any failure to perform the requirements of this Lease under its terms if the failure arises from causes beyond the control and without the fault or negligence of the Lessor.
    B. Permissible causes for excuse are:
    i. acts of God (e.g., fires, floods, pandemics, epidemics, unusually severe weather, etc.),
    ii. acts of the public enemy,
    iii. acts of the Government in either its sovereign or contractual capacity,
    iv. pandemic, epidemic, or quarantine restrictions,
    v. strikes, and

vi. freight embargoes. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Lessor.
C. Excuse will not be granted when:
i. the Lessor had actual or constructive knowledge prior to the Lease Award Date that he/she could not perform in accordance with the requirements of the Lease contract;
ii. the conditions of the property prevent performance;
iii. the Lessor, its employees, agents or contractors, by error or omission, fails to perform; or
iv. the Lessor is unable to obtain sufficient financial resources to perform its obligations.
D. The RECO will ascertain the facts and extent of the failure. If the RECO determines that any failure to perform is excusable, the RECO will revise the delivery schedule subject to the rights of the Government under the default and termination clauses of this contract.

12. **Binding Effect (09/2021) 6.2.6** The provisions of this contract and the conditions herein shall be binding upon, and for the benefit of, the parties and their successors and assigns. In the event of any sale or transfer of ownership of the property or any portion thereof, the Government will be deemed to have attorned to any purchaser, successor, assign, or transferee. The succeeding owner will be deemed to have assumed all rights and obligations of the contractor under this contract establishing direct privity of estate and contract between the Government and said succeeding owner, with the same force, effect, and relative priority in time and right as if the contract had initially been entered into between such succeeding owner and the Government.

13. **Holdover (07/2023) 6.2.12** If after the expiration of the Lease, the Government shall retain possession of the premises, the Lease shall continue in full force and effect on a month-to-month basis. Payment shall be made in accordance with the Consideration clause of the Lease at the rate paid during the Lease term. This period shall continue until the Government shall have signed a new lease with the Lessor, acquired the property in fee, or vacated the premises.

14. **RE Clauses Incorporated by Reference (09/2021) 6.3.0** This solicitation or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the RECO will make the full text available, or the full text may be obtained via internet at https://fast.faa.gov/RPF_Real_Property_Clauses.cfm.

    A. **Officials Not To Benefit (09/2021) 6.3.0-2**
    B. **Assignment of Claims (09/2021) 6.3.0-3**
    C. **Contracting Officer's Representative (09/2021) 6.3.0-4**
    D. **Contingent Fees (09/2021) 6.3.0-5**

15. **Funding Responsibility for FAA Facilities (09/2021) 6.3.6** The Contractor agrees that all Contractor requested relocation(s), replacement(s), or modification(s) of any existing or future FAA navigational aid or communication system(s) necessitated by Contractor improvements or changes will be at the expense of the Contractor. In the event that the Contractor requested changes or improvements interferes with the technical and/or operational characteristics of the FAA's facility, the Contractor will immediately correct the interference issues at the Contractor's expense. Any FAA requested relocation, replacement, or modifications shall be at the FAA's expense. In the event such relocations, replacements, or modifications are necessary due to causes not attributable to either the Contractor or the FAA, funding responsibility shall be determined by mutual agreement between the parties, and memorialized in a Supplemental Agreement.

16. **Changes (07/2023) 6.3.8**
A. The RECO may at any time, by written order via Supplemental Agreement, make changes within the general scope of this Lease in any one or more of the following:
i. Work or services;
ii. Facilities or space layout;
iii. Amount of space/land;
iv. Any other change made within the scope of this lease.
B. If any such change causes an increase or decrease in the Lessor's cost or time required for performance under this lease, the RECO will modify this Lease to provide one or more of the following:
i. An equitable adjustment in the rental rate;
ii. A lump sum equitable adjustment;
iii. An equitable adjustment of the annual operating costs per rentable square foot; or
iv. An adjustment to the delivery date.
C. The Lessor must assert its right to an adjustment by written proposal under this clause within thirty (30) days from the date of receipt of the change order. Lessor's request must include all documentation necessary to validate his/her right to an adjustment.
D. Nothing in this clause excuses the Lessor from proceeding with the change as directed.
E. Absent written supplemental agreement the Government is not liable to the Lessor under this clause.

17. **Failure in Performance (09/2021) 6.3.16** In the event the Contractor fails to perform a service, provide an item, or satisfy a requirement under this Contract, the Government may:
A. perform the service, provide the item, or satisfy the requirement itself, and abate the rent by its actual costs (including administrative costs) incurred in doing so,
B. not correct the Contractor's performance and abate the rent by an amount reasonably calculated to approximate the decreased value of the Contract arising from the Contractor's failure to perform, or
C. pursue termination of the contract under the "Termination" clause(s) in this Contract.

18. **No Waiver (09/2021) 6.3.17** No failure by the Government to insist upon strict performance of any provision of this Contract or failure to exercise any right, or remedy consequent to a breach thereof, will constitute a waiver of any such breach in the future.

19. **Non-Restoration (09/2021) 6.3.18** It is hereby agreed between the parties that, upon termination of its occupancy, including any holdover period, the Government shall have no obligation to restore and/or rehabilitate, either wholly or partially, the property that is the subject of this contract. It is further agreed that the Government may abandon in place any or all of the structures and equipment installed in or located upon said property by the Government during its tenure. Such abandoned equipment shall become the property of the contractor.

20. **Quiet Enjoyment (09/2021) 6.3.25** The Contractor warrants that they have good and valid title to the premises, and rights of ingress and egress, and warrants and covenants to defend the Government's use and enjoyment of said premises against third party claims.

21. **Damage by Fire or Other Casualty or Environmental Hazards (09/2021) 6.3.26** If the premises is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the premises is untenantable as determined by the Government,

the Government may agree to allow restoration/reconstruction, or may elect to terminate the contract, in whole or in part, immediately by giving written notice to the contractor and no further rental will be due. The Government shall have no duty to pay rent while the premises are unoccupied.

22. **Delivery and Condition (09/2021) 6.3.27** Unless the Government elects to have the space occupied in increments, the space must be delivered ready for occupancy as a complete unit by the agreed upon occupancy date. The Government reserves the right to determine when the space is ready to occupy, and to assess damages in the event the occupancy date is not met.

23. **Interference (09/2021) 6.3.28** In the event that FAA operations interfere with the Contractor's facility, the Contractor must immediately notify the RECO. The FAA will begin assessment of interference immediately upon notification.
    If the Contractor or its facility interferes with the FAA's equipment and the Contractor either knows of, or is notified by the FAA, of the interference, the Contractor will immediately remediate the interference at its own cost.
    Notification under this clause must include the following information, if known:
    A. type of interference,
    B. the commencement date of the interference, and
    C. the root cause of the interference.

24. **Alterations (09/2021) 6.3.29** The Government shall have the right during the term of this Lease, including any extensions thereof, to make alterations, attach fixtures, and erect structures or signs in or upon the premises hereby leased, which fixtures, alterations or structures so placed in, on, upon, or attached to the said premises shall be and remain the property of the Government and may be removed or otherwise disposed of by the Government. The parties hereto mutually agree and understand, that no restoration rights shall accrue to the Lessor for any alterations or removal of alterations to the leased premises under this Lease, and that the Government shall have the option of abandoning alterations in place, when terminating the Lease, at no additional cost.

25. **Hold Harmless (01/2024) 6.3.30** In accordance with and subject to the conditions, limitations and exceptions set forth in the Federal Tort Claims Act, 28 U.S.C. Ch. 171, the Government will be liable to persons damaged by any personal injury, death or injury to or loss of property, which is caused by a negligent or wrongful act or omission of an employee of the Government while acting within the scope of his office or employment under circumstances where a private person would be liable in accordance with the law of the place where the act or omission occurred. The foregoing shall not be deemed to extend the Government's liability beyond that existing under the Act at the time of such act or omission or to preclude the Government from using any defense available in law or equity.

26. **Compliance with Applicable Laws (09/2021) 6.3.31** The Lessor shall comply with all federal, state and local laws applicable to the Lessor as owner or Lessor, or both, of building or premises, including, without limitation, laws applicable to the construction, ownership, alteration or operation of both or either thereof, and will obtain all necessary permits, licenses and similar items at Lessor's expense. This Lease shall be governed by federal law.
    The Government will comply with all federal, state, and local laws applicable to and enforceable against it as a tenant under this lease, provided that nothing in this lease shall be construed as a waiver of the sovereign immunity of the Government.

27. **Examination of Records (09/2021) 6.3.32** The Comptroller General of the United States, the Administrator of FAA or a duly authorized representative of either shall, until three (3) years after final payment under this contract, have access to and the right to examine any of the Lessor's directly pertinent books, documents, paper, or other records involving transactions related to this contract.

28. **Subordination, Nondisturbance and Attornment (09/2021) 6.3.33**
A. The Government agrees, in consideration of the warranties and conditions set forth in this clause, that this contract is subject and subordinate to any and all recorded mortgages, deeds of trust and other liens now or hereafter existing or imposed upon the premises, and to any renewal, modification or extension thereof. It is the intention of the parties that this provision shall be self-operative and that no further instrument shall be required to effect the present or subsequent subordination of this contract. Based on a written demand received by the RECO, the Government will review and, if acceptable, execute such instruments as the contractor may reasonably request to evidence further the subordination of this contract to any existing or future mortgage, deed of trust or other security interest pertaining to the premises, and to any water, sewer or access easement necessary or desirable to serve the premises or adjoining property owned in whole or in part by the contractor if such easement does not interfere with the full enjoyment of any right granted the Government under this contract.
B. No such subordination, to either existing or future mortgages, deeds of trust or other lien or security instrument shall operate to affect adversely any right of the Government under this contract so long as the Government is not in default under this contract. Contractor will include in any future mortgage, deed of trust or other security instrument to which this contract becomes subordinate, or in a separate non-disturbance agreement, a provision to the foregoing effect. Contractor warrants that the holders of all notes or other obligations secured by existing mortgages, deeds of trust or other security instruments have consented to the provisions of this clause, and agrees to provide true copies of all such consents to the RECO promptly upon demand.
C. In the event of any sale of the premises or any portion thereof by foreclosure of the lien of any such mortgage, deed of trust or other security instrument, or the giving of a deed in lieu of foreclosure, the Government will be deemed to have attorned to any purchaser, purchasers, transferee or transferees of the premises or any portion thereof and its or their successors and assigns, and any such purchasers and transferees will be deemed to have assumed all obligations of the contractor under this contract, so as to establish direct privity of estate and contract between Government and such purchasers or transferees, with the same force, effect and relative priority in time and right as if the contract had initially been entered into between such purchasers or transferees and the Government; provided, further, that the RECO and such purchasers or transferees shall, with reasonable promptness following any such sale or deed delivery in lieu of foreclosure, execute all such revisions to this contract, or other writings, as shall be necessary to document the foregoing relationship.
D. None of the foregoing provisions may be deemed or construed to imply a waiver of the Government's rights as a sovereign.

29. **Change of Ownership/Novation (07/2023) 6.3.34-1**
A. If during the term of the Lease, title to the Property is transferred or the Lessor changes its legal name, the Lessor shall notify the Government within five days of the transfer of title/change of name.
B. The Government and the Lessor must execute a Supplemental Agreement acknowledging the

transfer of title or name change.
C. If title to the Property is transferred, the Government, the original Lessor (Transferor), and the new owner or assignee (Transferee) shall execute a Novation Agreement providing for the transfer of Transferor's rights and obligations under the Lease to the Transferee. When executed on behalf of the Government, a Novation Agreement will be made part of the Lease via Supplemental Agreement.
D. The RECO may request additional information (e.g., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the Transferor or Transferee to verify the parties' representations regarding the transfer.
E. If the RECO determines that recognizing the Transferee as the Lessor will not be in the Government's interest, the Transferor shall remain fully liable to the Government for the Transferee's performance of obligations under the Lease, notwithstanding the transfer. Under no condition shall the Government be obligated to release the Transferor of obligations prior to (a) the rent commencement date; and (b) any amounts due and owing to the Government under the Lease that have been paid in full or completely set off against the rental payments due under the Lease.
F. As a condition for being recognized as the Lessor and entitlement to receiving rent, the Transferee must register in the System for Award Management (SAM) for purposes of "All Awards", and complete all required representations and certifications within SAM and the "Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment" in this contract.
G. If title to the Property is transferred, rent shall continue to be paid to the original Lessor, subject to the Government's rights as provided for in this Lease. The Government's obligation to pay rent to the Transferee shall commence on the effective date of the Supplemental Agreement incorporating the Novation Agreement. The Supplemental Agreement will not be issued until the Government has received all information reasonably required by the RECO, the Government has determined that recognizing the Transferee as the Lessor is in the Government's interest (which determination will be prompt and not unreasonably withheld), and the Transferee has met all conditions specified in sub-paragraph F.

30. **Sublease (09/2021) 6.3.35** The Government reserves the right to sublease the space covered under this Lease to another agency or private party. In subleasing this space to another party, the Government is not relieved from its responsibilities under the terms of this Lease unless otherwise agreed upon with the Lessor.

31. **Integrated Agreement (09/2021) 6.3.36** This Contract, upon execution, contains the entire agreement of the parties, and no prior written or oral agreement, express or implied shall be admissible to contradict the provisions of this Contract.

32. **Unauthorized Negotiating (09/2021) 6.3.37** In no event shall the Contractor enter into negotiations concerning the premises with anyone other than the RECO or his/her designee.

33. **Inspection of Leased Premises (09/2021) 6.3.38** To ensure a safe and healthy work environment for government employees, agents, and assigns, and to ensure the Contractor's performance under this contract, the Government at all times and places during the term of the contract has the right to:
A. inspect the leased premises and all other areas of the building to which access is necessary,
B. test all performance requirements under the contract, and
C. perform any necessary sampling and evaluation to ensure contract compliance.

If inspection reveals a contractual non-conformance, then the Government may require the Contractor to perform in accordance with the contract requirements at no increase in contract amount or the Government, in its sole discretion, may perform the work itself in accordance with the "Failure in Performance" clause of this Contract.

The presence or absence of a government inspection does not relieve the Contractor from any contract requirement, nor is the inspector authorized to change any term or condition of the contract without the RECO's written authorization.

34. **Contract Disputes (09/2021) 6.3.39**

A. All contract disputes arising under or related to this contract shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A contractor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
B. The filing of a contract dispute with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile, or if permitted by Order of the ODRA, by electronic filing. A contract dispute is considered to be filed on the date it is received by the ODRA during normal business hours. The ODRA's normal business hours are from 8:30 am to 5:00 pm Eastern Time.
C. Contract disputes are to be in writing and shall contain:
i. The contractor's name, address, telephone and fax numbers and the name, address, telephone and fax numbers of the contractor's legal representative(s) (if any) for the contract dispute;
ii. The contract number and the name of the Contracting Officer;
iii. A detailed chronological statement of the facts and of the legal grounds for the contractor's positions regarding each element or count of the contract dispute (i.e., broken down by individual claim item), citing to relevant contract provisions and documents and attaching copies of those provisions and documents;
iv. All information establishing that the contract dispute was timely filed;
v. A request for a specific remedy, and if a monetary remedy is requested, a sum certain must be specified and pertinent cost information and documentation (e.g., invoices and terminated checks) attached, broken down by individual claim item and summarized; and
vi. The signature of a duly authorized representative of the initiating party
D. Contract disputes shall be filed at the following address:
i. For filing by hand delivery, courier or other form of in-person delivery:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
600 Independence Avenue SW., Room 2W100
Washington, DC 20591; or

For filing by U.S. Mail:

Office of Dispute Resolution for Acquisition
Federal Aviation Administration
800 Independence Avenue SW
Washington, DC 20591

[Attention: AGC-70, Wilbur Wright Bldg. Room 2W100]; or

Telephone: (202) 267-3290
Facsimile: (202) 267-3720
Alternate Facsimile: (202) 267-1293; or
ii. Other address as specified in 14 CFR Part 17.
E. A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the contract claim involved. A contract dispute by the FAA against a contractor (excluding contract disputes alleging warranty issues, fraud or latent defects) likewise shall be filed within two (2) years after the accrual of the contract claim. If an underlying contract entered into prior to the effective date of this part provides for time limitations for filing of contract disputes with the ODRA which differ from the aforesaid two (2) year period, the limitation periods in the contract shall control over the limitation period of this section. In no event will either party be permitted to file with the ODRA a contract dispute seeking an equitable adjustment or other damages after the contractor has accepted final contract payment, with the exception of FAA claims related to warranty issues, gross mistakes amounting to fraud or latent defects. FAA claims against the contractor based on warranty issues must be filed within the time specified under applicable contract warranty provisions. Any FAA claims against the contractor based on gross mistakes amounting to fraud or latent defects shall be filed with the ODRA within two (2) years of the date on which the FAA knew or should have known of the presence of the fraud or latent defect.
F. A party shall serve a copy of the contract dispute upon the other party, by means reasonably calculated to be received on the same day as the filing is to be received by the ODRA.
G. After filing the contract dispute, the contractor should seek informal resolution with the Contracting Officer.
H. The FAA requires continued performance with respect to contract disputes arising under this contract, in accordance with the provisions of the contract, pending a final FAA decision.
I. The FAA will pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the contract dispute, or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on contract disputes shall be paid at the rate fixed by the Secretary of the Treasury that is applicable on the date the Contracting Officer receives the contract dispute and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary until payment is made. Interest will not accrue for more than one year.
J. Additional information and guidance about the ODRA dispute resolution process for contract disputes can be found on the ODRA website at http://www.faa.gov.

35. **Organizational Conflict of Interest (01/2023) 6.3.47**

A. The offeror or Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in the FAA Acquisition Management System, "Organizational Conflicts of Interest (T3.1.7)", or that the Contractor has disclosed all such relevant information.

B. The offeror or Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor must make a full disclosure in writing to the Contracting Officer. The disclosure must include a mitigation plan describing actions the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict. Changes in the Contractor's relationships due to mergers, consolidations or any unanticipated circumstances may create an unacceptable organizational conflict of interest which may necessitate disclosure.

C. The FAA reserves the right to review and audit OCI mitigation plans as needed after award, and to reject mitigation plans if the OCI, in the opinion of the Contracting Officer, cannot be avoided, or mitigated.

D. The Contracting Officer may terminate this contract for convenience in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate this contract for default, debar the Contractor from government contracting, or pursue such other remedies as may be permitted by law or this contract.

E. The Contractor further agrees to insert provisions which must conform substantially to the language of this clause including this paragraph (d) in any subcontract or consultant agreement hereunder.

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36. **System for Award Management - Real Property (04/2022) 6.4.1-1**

(a) Definitions. As used in this clause:
"Registered in the SAM database" means that the Contractor has entered all mandatory information, including the Unique Entity Identifier (UEI) or the Electronic Funds Transfer indicator, into the SAM database.
"System for Award Management (SAM) Database" means the primary Government repository for Contractor information required for the conduct of business with the Government.
“Unique Entity Identifier (UEI)” (also known as the Unique Entity ID) means a number or other identifier used to identify a specific commercial, nonprofit, or Government entity. See www.sam.gov for the designated entity for establishing Unique Entity Identifiers.
“Electronic Funds Transfer indicator” means a 4-characher suffix to the Unique Entity Identifier. This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.
“Contractor” is synonymous with “Offeror” “Lessor” or “Grantor” for real property leases, easements, or other contracts.

(b)(1) By submission of an offer, the Contractor acknowledges the requirement that a prospective awardee will be registered in the SAM database prior to award, during performance, and through final payment of any contract.
(2) The Contractor must enter, in the space below, the contractor's UEI that identifies the Contractor's name and address exactly as stated in the offer. The UEI will be used by the RECO to verify that the Contractor is registered in the SAM database.
UEI: _____
(c) If the Contractor does not have a UEI, it should contact www.sam.gov directly to obtain one. The Contractor should be prepared to provide the following information:
(1) Company* legal business name.
(2) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(3) Company Physical Street Address, City, State, and Zip Code.

(4) Company Mailing Address, City, State and Zip Code (if separate from physical).
(5) Company Telephone Number.
(6) Date the company was started.
(7) Number of employees at your location.
(8) Chief executive officer/key manager.
(9) Line of business (industry).
(10) Company Headquarters name and address (reporting relationship within your entity).

* Individual (non-corporate) lessors/grantors of real property that are not normally in the business of leasing real property should consider leasing to the Government as a separate business (usually a sole proprietorship) then provide the pertinent ownership information as a sole proprietor when providing this information to www.sam.gov.

(d) If the offeror does not become registered in the SAM database in the time prescribed by the RECO, the RECO may proceed to award to the next otherwise successful registered offeror.

(e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of the solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after initial registration, the Contractor is required to review and update, on an annual basis from the date of initial registration or subsequent updates, its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i)If a Contractor has legally changed its business name, “doing business as” name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance, the Contractor must provide the responsible RECO a minimum of one business day's written notification of its intention to:

(A) Change the name in the SAM database;
(B) Comply with the requirements of AMS regarding novation and change-of-name agreements; and
(C) Agree in writing to the timeline and procedures specified by the RECO. The Contractor must provide the RECO notification and sufficient documentation to support the legally changed name and then execute the appropriate supplemental agreement provided by the RECO to document the name change.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement/supplemental agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the Payment by Electronic Funds Transfer- System for Award Management clause of

this contract.

(2) The Contractor must not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims. Assignees must be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the Payment by Electronic Funds Transfer-System for Award Management clause of this contract.
(h) Contractors may obtain information on registration and annual confirmation requirements via the internet at http://www.sam.gov or by calling 866-606-8220.

37. **Payment by Electronic Funds Transfer- System for Award Management (09/2021) 6.4.2-1**
A. Method of payment.
i. Unless waived by the RECO, all payments by the Government under this contract will be made by electronic funds transfer (EFT), except as provided in paragraph (A)(ii) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.
ii. In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either:
a. Accept payment by check or some other mutually agreeable method of payment; or
b. Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (D) of this clause).
B. Contractor's EFT information. The Government will make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor must be responsible for providing the updated information to the SAM database.
C. Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.
D. Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request will be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.
E. Liability for uncompleted or erroneous transfers.
i. If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for
a. Making a correct payment;
b. Paying any prompt payment penalty due; and
c. Recovering any erroneously directed funds.
ii. If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and
a. If the funds are no longer under the control of the payment office, the Government is deemed to

have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or
b. If the funds remain under the control of the payment office, the Government will not make payment, and the provisions of paragraph (D) of this clause will apply.
F. EFT and prompt payment. A payment will be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.
G. EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor must require as a condition of any such assignment, that the assignee must register separately in the SAM database and will be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause will apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.
H. Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
I. Payment information. The payment or disbursing office will forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (A) of this clause, the Government will mail the payment information to the remittance address contained in the SAM database.

38. **Work Performance (09/2021) 6.5.2** All work in performance of this Lease shall be done by skilled workers or mechanics and shall be acceptable to the RECO. The RECO retains the right to reject the Lessor’s workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated unacceptable performance in connection with work carried out in conjunction with this Lease. In the event of such rejection, the Lessor shall offer substitute/replacement workers, subject to the approval of the RECO.

39. **Installation of Antennas, Cables & Other Appurtenances (09/2021) 6.5.18** The Government shall have the right to install, operate and maintain antennas, wires and supporting structures, including any linking wires, connecting cables and conduits atop and within buildings and structures, or at other locations, as deemed necessary by the Government. The Government will coordinate with the Lessor when installing antennas, cables, and other appurtenances.

40. **Doors (09/2021) 6.6.1** Exterior doors must be weather tight, equipped with cylinder locks and door checks, automatic door closures and open outward. The Lessor must furnish the Government at least

two master keys and two keys for each lock. Interior doors must be solid cored and at least 32 by 80 inches with a minimum opening of 32 inches and be of sturdy construction. Fire doors must conform to NFPA Standard No. 80. As designated by the Government, doors must be equipped with non-removable hinge pins, and locks with 7-pin removable cores. The Government shall provide cores. Locks, locking arrangements and latches must be in accordance with local building and fire codes, as well as OSHA 29 CFR 1910.

41. **Display Advertising (09/2021) 6.6.7** If the leased premises are solely for Government use, no advertising matter shall be constructed on or over the premises, unless authorized by the RECO.

42. **Erection of Signs (07/2022) 6.6.8** The Government has the right to erect on or attach to the Lessor's premises such signs as may be required to clearly identify the Government's facility or to post Government policies, rules, and regulations. Signs so erected will remain the property of the Government and will be removed from the premises upon termination of the lease.

43. **Seismic Safety for Equipment (09/2021) 6.6.12** All Lessor-installed equipment, either Government provided or Lessor provided, shall be installed in strict accordance with the latest available edition of the International Building Code (IBC) at the time of execution of this contract and the DOT Specification FAA-G-2100H to ensure proper anchoring to protect personnel during a seismic event.

44. **Services, Utilities, and Maintenance of Premises (10/2022) 6.7.1-1** The Lessor will maintain the demised premises, including but not limited to, the building grounds, all equipment, fixtures and appurtenances furnished by the Lessor under this Lease, in a good, clean and tenantable condition. Utility and maintenance services supplied to space that houses technical equipment will be supplied 24 hours per day, seven days per week.

    The Government has unlimited access to the leased premises 24 hours per day, seven days per week, including, as applicable, the access to and use of electrical services, toilets, and lights at no additional cost. Such access allows the Government to service Government-owned technical equipment, or to perform other mission-critical related duties, as it determines necessary in its sole and absolute discretion. The Government has the right to use appurtenant areas and facilities for essential duties.

    In addition to such other services as are set forth elsewhere in this Contract, the Lessor will provide the following:
    A. Electricity
    B. Initial and replacement lamps, tubes and ballasts
    C. HVAC 68-80 degrees Fahrenheit
    D. Exterior and interior door locks and hardware – designed to accept 7-pin removable cores supplied by the Government

45. **Fall Protection (09/2021) 6.8.4** The Contractor must ensure proper fall protection safety systems are in place for all work areas where Government personnel are required to perform work at four feet or more above the next lowest level on fixed ladders and within access points to elevated work areas in accordance with FAA Order 3900.19, FAA Occupational Safety and Health Policy, 29 CFR 1910, Occupational Safety and Health Standards (General Industry), 29 CFR 1926 Subpart M, Safety and Health Regulations for Construction, and applicable regulatory required American National Standard Institute (ANSI) Standards. All such elevated work surfaces (platforms, catwalks, roofs, etc.) must

have OSHA compliant guardrails, railings, toe boards and/or parapets where applicable to meet OSHA and ANSI requirements as referenced herein.

46. **Environmental and Occupational Safety and Health (EOSH) Requirements (09/2021) 6.8.5** The Contractor must provide space, services, equipment, and conditions that comply with the following EOSH standards:

    A. 29 CFR 1910, Occupational Safety and Health Administration (OSHA) Standards (General Industry)
    B. 29 CFR 1926, Safety and Health Standards (Construction)
    C. National Fire Protection Association (NFPA) 101, Life Safety Code
    D. FAA Order 3900.19, FAA Occupational and Health Policy
    E. FAA Standard HF-STD-001, Human Factors Design Standard
    F. National Fire Protection Association (NFPA) 70, National Electrical Code, and NFPA 70E, Electrical Safety in the Workplace
    G. Local and state EOSH regulations
    H. Local and state fire codes and building codes.
    Federal, state and local EOSH (OSHA and EPA) standards and building codes must be complied with when accomplishing any cleaning, construction, renovation, remodeling, maintenance activities or testing done in or on the leased premises and areas connected to or integrated with the premises. Additionally, whenever FAA standards require work processes or precautions to be provided, the Contractor will coordinate with the FAA before and during the work so that the proper requirements are met.

    Any equipment designed, installed, or used that presents a potential safety hazard shall be marked with appropriate warning labels or placards, in accordance with 29 CFR 1910.145, Specifications for Accident Prevention Signs and Tags, FAA HF-STD-001, Human Factors Design Standard, Chapter 12.16, Safety Labels and Placards, American National Standards Institute (ANSI) Standard Z535.4, Product Safety Signs and Labels, and FAA-G-2100H, Electronic Equipment, General Requirements, Section 3.3.5.4.

47. **Warranty of Space (09/2021) 6.8.13** The contractor warrants that all space leased to the Government under this contract complies with federal, state, and local regulations. The space is not limited to that set forth in this contract, but also includes space above suspended ceilings in the leased space, air plenums elsewhere in the building that service the leased space, engineering spaces in the same ventilation zone as the leased space, public spaces in the same ventilation zone as the leased space, and public spaces and common use spaces (e.g., lobbies, hallways).

48. **Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (07/2023) 6.9.5**
    (a) Definitions. As used in this clause--

    Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means—
(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means—
(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;
(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled—
(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
(ii) For reasons relating to regional stability or surreptitious listening.
(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);
(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);
(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or
(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited

network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) Prohibition.
(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5).
(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in AMS T3.8.9C.1.c(5). This prohibition applies to an entity that uses covered telecommunications equipment or services, including use not in support of the Government.

(c) Exceptions. This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor must report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information. For indefinite delivery contracts, the Contractor must report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order.

(2) The Contractor must report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor must describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.
(e) Subcontracts. The Contractor must insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

49. **Covered Telecommunications Equipment or Services- Representations (09/2021) 6.9.5-1**
(a) Definitions. As used in this provision, "covered telecommunications equipment or services" has the meaning per the "Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment" clause in this contract.
(b) Procedures. The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for covered telecommunications equipment or services.
(c) Representations.
1. The offeror represents that it _____ does, _____ does not **provide** covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument.
2. After conducting a reasonable inquiry for purposes of this representation, the offeror represents that it _____ does, _____ does not **use** covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services.

50. **Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (09/2021) 6.9.5-2** NOTE: The offeror must not complete the representation at paragraph (d)(1) in this provision if the offeror has represented that it does not provide covered telecommunications equipment or services as part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(1). Additionally, The offeror must not complete the representation at paragraph (d)(2) in this provision if the offeror has represented that it does not use covered telecommunications equipment or services, or any equipment, system, or service that uses telecommunications equipment or services in the provision "Covered Telecommunications Equipment or Services – Representation" (c)(2).

PROVISION/CLAUSE:
(a) Definitions. As used in this provision--
Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the

meanings provided in the clause AMS clause 6.9.5, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) Prohibitions.

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
Nothing in this prohibition will be construed to—

(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020 from entering into a contract or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential part of any system or as critical technology as part of any system. This prohibition applies to any entity that uses covered telecommunications equipment or services, including uses not in support of the Government.
Nothing in this prohibition will be construed to-
(i) Prohibit the head of the agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) Procedures: The offeror must review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from Federal awards for covered telecommunications equipment or services.

(d) Representations.

(1) The Offeror represents that it [ ] will, [ ] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

(2) After conducting a reasonable inquiry for purposes of this representation, the Offeror represents that that it [ ]does, [ ]does not USE covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror must provide the additional disclosure information required at paragraph (e) if the Offeror indicates “does”.

(e) Disclosures. Disclosure for the representation in paragraph (d) (1) of this provision-
If the Offeror has responded "will" in the representation in paragraph (d) (1) of this provision, the Offeror must provide the following information as part of the offer—
(1) For covered equipment
(i) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (1) of this provision;

(2) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable; or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.
Disclosure for representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" to paragraph (d)(2) of this provision, the offeror must provide the following information as part of the offer—

(3) For covered equipment
(i)The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known;
(ii) A description of all covered telecommunications equipment offered (include brand; model number, such as original equipment manufacturer (OEM) number, manufacturer part number, or wholesaler number; and item description, as applicable); and
(iii) Explanation of the proposed use of covered telecommunications equipment and services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision.
(4) For covered services-
(i) If the service is related to item maintenance, a description of all covered telecommunications services offered (include on the item being maintained: brand, model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(ii) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed uses of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

51. **Cooperation with Defensive Counterintelligence Program Requirements (DCIP) (09/2021) 6.9.6**

a. The FAA's Defensive Counterintelligence Program (DCIP) (AXI-310) detects, deters, and denies

illicit human and technical intelligence collection activities as well as addressing other national security concerns. Such activities and concerns include, but are not limited to, activities conducted by, on behalf of, or otherwise supporting, foreign governments or elements thereof; entities or individuals that meet the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801; foreign organizations; foreign persons; international terrorist organizations or activities; or agents of any of the foregoing; or any other individuals or entities acting on behalf of, or otherwise in support of, any of the foregoing, against the FAA, its employees, facilities, equipment, systems, networks, operations, and information.
b. Consistent with FAA Order 1600.84 FAA Defensive Counterintelligence Program, the contractor is required to cooperate to the fullest extent possible in the following requirements:

1) Any authorized DCIP inquiry or Counterintelligence (CI) investigation connected with this contract requested by the FAA Office of Security and Hazardous Materials Safety (ASH) to include granting authorized ASH or outside investigative department or agency personnel access to contract information, records or contractor personnel;
2) All applicable FAA security requirements as required under the contract consistent with FAA policy and applicable Federal law;
3) When requested by the DCIP, and necessary to protect Controlled National Security Information (CNSI), Sensitive Unclassified Information (SUI), or otherwise protected information, contractor employees must sign a Defensive Counterintelligence Program Non-Disclosure Agreement (NDA) prior to being briefed on any information pertaining to a DCIP inquiry, CI investigation by another Department or Agency, or any other matter related to the DCIP. The NDA is located in Appendix C of the Order and in AMS Procurement Forms. Contractor employees are exempt from acknowledging any language in the NDA associated with unauthorized disclosure of received information that subjects FAA employees to personnel actions specified in the Human Resources Policy Manual (HRPM) Volume 4: Employee Relations ER-4.1 (4) and applicable collective bargaining agreements.
4) Contractors must first coordinate with the DCIP at ASH-CI-Notify@faa.gov before contacting any law enforcement or investigative agencies on any known or suspected counterintelligence or other national security concern described in Paragraph 1 of FAA Order 1600.84.
5) Contractors must notify the DCIP as soon as possible if any law enforcement or investigative agency contacts them directly on any matter covered by FAA Order 1600.84. If an employee receives a direct request from an outside law enforcement or investigative agency for evidence related to a counterintelligence or other national security concern as described in Paragraph 1 of FAA Order 1600.84, the employee will refer the law enforcement or investigative agency to AXI-310.
6) Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO or their designee if their employees observe any of the following-
a) Suspected or known acts of foreign intelligence collection activity against the FAA or its employees, systems, networks, operations, facilities, equipment, or information;
b) Suspected or known espionage (See Appendix A of FAA Order 1600.84 for definition);
c) Suspected or known unauthorized disclosure of CNSI, SUI, or otherwise protected information in the possession of the FAA by a FAA employee to a foreign government or element thereof, a foreign organization, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, or any other individual or entity acting on behalf of or

otherwise supporting any of the foregoing; or
d) Suspected or known theft, unauthorized disclosure, or unauthorized amassing of CNSI, SUI, or otherwise protected information in the possession of the FAA known or suspected to be for the purpose of conveying it to a foreign government or element thereof, an entity or individual that meets the definition of "foreign power" or "agent of a foreign power" in 50 U.S.C. § 1801, a foreign organization, a foreign person, an international terrorist organization or activity, an agent of any of the foregoing, any other individual or entity acting on behalf of or otherwise supporting any of the foregoing, or an unknown recipient, or statements of intent by an FAA employee to engage in any such actions. SUI or otherwise protected unclassified information whose theft, unauthorized disclosure, or unauthorized amassing, for the purposes described in the preceding sentence, is of concern includes, but is not limited to:
i. Non-public information from an official FAA data network or information;
ii. Imagery;
iii. Technical specifications;
iv. Trade secrets;
v. Proprietary information;
vi. Sensitive Security Information (SSI); and
vii. Any other SUI
e) Activities similar to those described in paragraphs b(6)(a)-(d) by, on behalf of, or otherwise supporting, potential lone wolf actors, malicious insiders, or transnational organizations of a national security concern.

If notification of the CO or their designee is not feasible owing to the CO and/or their designee being one of the suspicious actor(s), the contractor must notify the DCIP directly at the above email address if they observe any of the above activities.
7) Elicitation attempts. Elicitation is the strategic use of conversation to extract information from people without giving them the feeling they are being interrogated. It is a technique used to discreetly gather information. It is a conversation with a specific purpose: collect information that is not readily available and do so without raising suspicion that specific facts are being sought. The conversation can be in person, over the phone, or in writing.

Contractors must immediately notify the DCIP at ASH-CI-Notify@faa.gov, and the CO and/or their designee if their employees experience any known or suspected direct (e.g., personal encounter or telephone) or indirect (e.g., electronic or written communication) elicitation or attempted elicitation of CNSI, SUI, or otherwise protected information in the possession of the FAA by any suspicious entity or person, regardless of ethnicity, nationality, or FAA employment status, as soon as possible, but no later than 12 hours after the time of the incident, initial detection, or receipt of report, as applicable, or the next business day if the incident, initial detection, or receipt of report, as applicable, occurs on a weekend or holiday. Contractors must report these incidents regardless of where, when, or how the contact took place, or whether the employee was on or off duty. Suspicious activities include, but are not limited to:
a) Direct or indirect contact or communication with a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking access to or disclosure of any CNSI, SUI, or otherwise protected information in the possession of the FAA for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
b) Direct or indirect contact or communication with a known or suspected foreign or foreign-

affiliated person, or an unknown or unfamiliar person, seeking specific information about an FAA employee's official duty responsibilities, work projects, access to information, security clearance, travel plans, coworkers' identities, or Information Technology (IT) system credentials for which such person does not meet the applicable access requirements, or that is outside the scope of their official duties;
c) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, seeking unauthorized access to FAA employees, equipment, operations, systems, information, facilities, or networks, including through a Personal Electronic Device (PED);
d) Direct or indirect contact, communication, or observance of a known or suspected foreign or foreign-affiliated person, or an unknown or unfamiliar person, introducing, or seeking to introduce, unauthorized digital media or software into any FAA equipment, facilities, systems, or networks, including through a PED;
e) Offers of compensation, gifts, or favors in exchange for FAA information or access to such information, regardless of medium; or access to FAA employees, equipment, operations, facilities, systems, or networks;
f) Threats, attempts to coerce, or attempts to exploit any FAA employee by a known or suspected foreign or foreign-affiliated person, or by an unknown or unfamiliar person, in order to illicitly acquire FAA information or access to FAA employees, equipment, operations, facilities, systems, information, or networks;
g) Solicitation by any person of FAA information for which they do not meet the applicable access requirements or that is outside the scope of their official duties;
h) A request by any person for access to FAA employees, facilities, equipment, operations, systems, information, or networks for which they do not meet the applicable access requirements or that is outside the scope of their official duties; and
i) Suspicious or unexplained contact by any person with an FAA employee, where the person has suspicious or unexplained knowledge of the employee.

Unless requested by ASH, contractors must not disclose an elicitation attempt of the nature described above, in any other manner than to report the attempt to the CO or their designee and request that they report it to the DCIP. If that is not feasible, or if the CO or their designee are the suspicious actor(s), contractors may make these reports directly to the DCIP at the above email address. Contractors must not take any actions on their own initiative, as doing so may interfere with a DCIP inquiry or CI investigation.
c. Failure to cooperate with any of the activities under section (b) above may be considered by the FAA to be a material breach of the contract.
d. The Contractor is responsible for ensuring that the provisions of this clause flow down to its subsidiaries, subcontractors, and consultants performing this contract.

52. **Federal Acquisition Supply Chain Security Act Orders—Representation and Disclosures (04/2024) 6.9.8**
(a) Definitions. As used in this provision, Covered article, FASCSA order, Intelligence community, National security system, Reasonable inquiry, Sensitive compartmented information, Sensitive compartmented information system, and Source have the meaning provided in the AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(b) Prohibition. Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the prohibition is set out in an applicable Federal Acquisition Supply Chain Security Act (FASCSA) order, as described in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1, Federal Acquisition Supply Chain Security Act Orders—Prohibition.

(c) Procedures.
(1) The Offeror must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of AMS Real Property Clause 6.9.8-1 in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the "View FASCSA Orders" button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(2) The Offeror must review the SIR for any FASCSA orders that are not in SAM but are effective and do apply to the SIR and resultant contract (see AMS Guidance T3.8.9.C.4.c.(2)(A)(ii)).
(3) FASCSA orders issued after the publication date of the SIR do not apply unless the order is subsequently added to the SIR via amendment.

(d) Representation. By submission of this offer, the offeror represents that it has conducted a "reasonable inquiry" (as defined in AMS Real Property Clause 6.9.8-1), and that the offeror does not propose to provide or use in response to this SIR any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by an applicable FASCSA order in effect on the date the SIR was issued, except as waived by the SIR, or as disclosed in paragraph (e) Disclosures, below.

(e) Disclosures. The purpose for this disclosure is so the FAA may decide whether to issue a waiver. For any covered article, or any products or services produced or provided by a source, if the covered article or the source is subject to an applicable FASCSA order, and the Offeror is unable to represent compliance, then the Offeror must provide the following information as part of the offer:
(1) Name of the product or service provided to the Government;
(2) Name of the covered article or source subject to a FASCSA order;
(3) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Offeror;
(4) Brand;
(5) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(6) Item description; and
(7) Reason why the applicable covered article or the product or service is being provided or used.

(f) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (e) Disclosures, to determine if any waiver may be sought. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise subject to a FASCSA order and may instead make an award to an offeror that does not require a waiver.

53. **Federal Acquisition Supply Chain Security Act Orders—Prohibition (04/2024) 6.9.8-1**
(a) Definitions. As used in this clause—
Covered article, as defined in 41 U.S.C. 4713(k), means—

(1) “Information technology,” as defined in 40 U.S.C. 11101, including cloud computing services of all types;
(2) “Telecommunications equipment” or “telecommunications service,” as those terms are defined in section 3 of the Communications Act of 1934 (47 U.S.C. 153);
(3) The processing of information on a Federal or non-Federal information system, subject to the requirements of the Controlled Unclassified Information program (see 32 CFR part 2002); or
(4) Hardware, systems, devices, software, or services that include embedded or incidental information technology.
FASCSA order means any of the following orders issued under the Federal Acquisition Supply Chain Security Act (FASCSA) requiring the removal of covered articles from executive agency information systems or the exclusion of one or more named sources or named covered articles from executive agency procurement actions, as described in 41 CFR 201–1.303(d) and (e):
(1) The Secretary of Homeland Security may issue FASCSA orders applicable to civilian agencies, to the extent not covered by paragraph (2) or (3) of this definition. This type of FASCSA order may be referred to as a Department of Homeland Security (DHS) FASCSA order.
(2) The Secretary of Defense may issue FASCSA orders applicable to the Department of Defense (DoD) and national security systems other than sensitive compartmented information systems. This type of FASCSA order may be referred to as a DoD FASCSA order.
(3) The Director of National Intelligence (DNI) may issue FASCSA orders applicable to the intelligence community and sensitive compartmented information systems, to the extent not covered by paragraph (2) of this definition. This type of FASCSA order may be referred to as a DNI FASCSA order.

Intelligence community, as defined by 50 U.S.C. 3003(4), means the following—
(1) The Office of the Director of National Intelligence;
(2) The Central Intelligence Agency;
(3) The National Security Agency;
(4) The Defense Intelligence Agency;
(5) The National Geospatial-Intelligence Agency;
(6) The National Reconnaissance Office;
(7) Other offices within the Department of Defense for the collection of specialized national intelligence through reconnaissance programs;
(8) The intelligence elements of the Army, the Navy, the Air Force, the Marine Corps, the Coast Guard, the Federal Bureau of Investigation, the Drug Enforcement Administration, and the Department of Energy;
(9) The Bureau of Intelligence and Research of the Department of State;
(10) The Office of Intelligence and Analysis of the Department of the Treasury;
(11) The Office of Intelligence and Analysis of the Department of Homeland Security; or
(12) Such other elements of any department or agency as may be designated by the President, or designated jointly by the Director of National Intelligence and the head of the department or agency concerned, as an element of the intelligence community.
National security system, as defined in 44 U.S.C. 3552, means any information system (including any telecommunications system) used or operated by an agency or by a contractor of an agency, or other organization on behalf of an agency—
(1) The function, operation, or use of which involves intelligence activities; involves cryptologic activities related to national security; involves command and control of military forces; involves

equipment that is an integral part of a weapon or weapons system; or is critical to the direct fulfillment of military or intelligence missions, but does not include a system that is to be used for routine administrative and business applications (including payroll, finance, logistics, and personnel management applications); or
(2) Is protected at all times by procedures established for information that have been specifically authorized under criteria established by an Executive order or an Act of Congress to be kept classified in the interest of national defense or foreign policy.
Reasonable Inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of any covered articles, or any products or services produced or provided by a source. This applies when the covered article or the source is subject to an applicable FASCSA order. A reasonable inquiry excludes the need to include an internal or third-party audit.
Sensitive compartmented information means classified information concerning or derived from intelligence sources, methods, or analytical processes, which is required to be handled within formal access control systems established by the Director of National Intelligence.
Sensitive compartmented information system means a national security system authorized to process or store sensitive compartmented information.
Source means a non-Federal supplier, or potential supplier, of products or services, at any tier.
(b) Prohibition.
(1) Unless an applicable waiver has been issued by the issuing official, Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

Yes X No ☐ DHS FASCSA orders

Yes ☐ No X DoD FASCSA orders

Yes ☐ No X DNI FASCSA orders

(2) The Contractor must search for applicable FASCSA orders of the type identified in paragraph (b)(1) of this clause in the System for Award Management (SAM). Issued FASCSA Orders may be identified by selecting the “View FASCSA Orders” button from the SAM homepage (https://www.sam.gov) and viewing or downloading FASCSA orders from the Supply Chain Security Orders webpage.
(3) The FAA may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the SIR and resultant contract.
(4) A FASCSA order issued after the publication date of the SIR applies to this contract only if added by an amendment to the SIR or by modification to the contract. However, see paragraph (c) of this clause.
(5) Contractor request for waivers.
(i) Required disclosures. If the contractor wishes to ask for a waiver of the requirements of an existing order identified in a SIR or contract for a waiver of the requirements of a new FASCSA order being applied through modification, then the Contractor must disclose the following:
(A) Name of the product or service provided to the Government;
(B) Name of the covered article or source subject to a FASCSA order;

(C) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied or supplies the covered article or the product or service to the Offeror;
(D) Brand;
(E) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(F) Item Description;
(G) Reason why the applicable covered article or the product or service is being provided or used;
(ii) FAA review of disclosures. The Contracting Officer will review disclosures provided in paragraph (b)(5)(i) to determine if any waiver is warranted. A Contracting Officer may choose not to pursue a waiver for covered articles or sources otherwise covered by a FASCSA order and to instead pursue other appropriate action.
(c) Notice and reporting requirement.
(1) During contract performance, the Contractor is required to:
(i) Comply with all FASCSA orders identified under paragraph (b) of this clause; and
(ii) Review SAM.gov at least once every three months, or as advised by the Contracting Officer, to check for covered articles subject to FASCSA order(s), or for products or services produced by a source subject to FASCSA order(s) not currently identified under paragraph (b) of this clause.
(2) If the Contractor identifies a new FASCSA order(s) that could impact their supply chain, then the Contractor must conduct a reasonable inquiry to identify whether a covered article or product or service produced or provided by a source subject to the FASCSA order(s) was provided to the Government or used during contract performance.
(3) If the Contractor identifies, including through any notification by a subcontractor at any tier, that a covered article or product or service produced or provided by a covered source was provided to the Government or used during contract performance and is subject to a FASCSA order(s) identified in paragraph (b) of this clause, or a new FASCSA order identified in paragraph (c)(2) of this clause, the Contractor must submit a report to the Contracting Officer.
(4) The Contractor must report the following information for each covered article or each product or service produced or provided by a source, where the covered article or source is subject to a FASCSA order, pursuant to paragraph (c) of this clause:
(i) Within 3 business days from the date of such identification or notification:
(A) Contract number;
(B) Order number(s), if applicable;
(C) Name of the product or service provided to the Government or used during performance of the contract;
(D) Name of the covered article or source subject to a FASCSA order;
(E) If applicable, name of the vendor, including the Commercial and Government Entity code and unique entity identifier (if known), that supplied the covered article or the product or service to the Contractor;
(F) Brand;
(G) Model number (original equipment manufacturer number, manufacturer part number, or wholesaler number);
(H) Item description; and
(I) Any readily available information about mitigation actions undertaken or recommended.
(ii) Within 10 business days of submitting the information in paragraph (c)(4)(i) of this clause:
(A) Any further available information about mitigation actions undertaken or recommended.

(B) In addition, the Contractor must describe the efforts it undertook to prevent submission or use of the covered article or the product or service produced or provided by a source subject to an applicable FASCSA order, and any additional efforts that will be incorporated to prevent future submission or use of the covered article or the product or service produced or provided by a source that is subject to an applicable FASCSA order.
(d) Removal. Upon notification from the contracting officer, during the performance of the contract, the Contractor must promptly make any necessary changes or modifications to remove any covered article or any product or service produced or provided by a source that is subject to an applicable Governmentwide FASCSA order.
(e) Subcontracts.
(1) The Contractor must insert the substance of this clause, including this paragraph (e) and excluding paragraph (c)(1) of this clause, in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial products and commercial services.
(2) The Government may identify in the SIR additional FASCSA orders that are not in SAM, which are effective and apply to the contract and any subcontracts and other contractual instruments under the contract. The Contractor or higher-tier subcontractor must notify their subcontractors, and suppliers under other contractual instruments, that the FASCSA orders in the SIR that are not in SAM apply to the contract and all subcontracts.

54. **Notices (09/2021) 6.10.1** All notices/correspondence must be in writing, reference the Contract number, and be addressed as follows:

TO THE CONTRACTOR:
City of Visalia
220 N. Santa Fe Street
Visalia, CA 93292

TO THE GOVERNMENT:
Federal Aviation Administration
REAL ESTATE AND UTILITIES GROUP, AAQ-980
10101 Hillwood Parkway
Fort Worth, TX 76177

55. Signature Block (09/2021) 6.10.3 This Contract shall become binding when it is fully executed by both parties. In witness whereof, the parties hereto have subscribed their names as of the date shown below.

City of Visalia
By: _____
Print Name: _____
Title: _____
Date: _____

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL AVIATION ADMINISTRATION
By: _____
Print Name: Angela M. Dixon
Title: Real Estate Contracting Officer
Date: _____

ATTACHMENTS/EXHIBITS:

Number	Title	Date	Number of Pages
1	**Exhibit A Authorization Certificate**		
2			
3			
4			
5			

CERTIFICATE OF AUTHORIZATION

I, the undersigned, hereby certify that _____, who signed this
Insert Name of Individual who signed the contract

instrument on of behalf of _____ is in fact authorized to sign on behalf
Insert Contractor Name

of _____ by authority of its governing resolution, and is within the
Insert Contractor Name

scope of its powers.

Print Name*: _____ Print Title: _____

Signature: _____ Date: _____

**Note: the individual signing this certification cannot be the same person who signed the contract.*

U.S. DEPARTMENT OF TRANSPORTATION FEDERAL AVIATION ADMINISTRATION
ANTENNA AND RACK SPACE LEASE
FOR REAL PROPERTY

Lease No: DTFAWN- 12 - **L** - 00051 ROUGH DRAFT

Geographical Location: Visalia, California

1. THIS LEASE(9/98), entered into by and between City of Visalia whose interest in the property hereinafter described is that of Owner, hereby referred to as LESSOR, and the United States of America, hereinafter referred to as the GOVERNMENT OR FAA: WITNESSETH: The Parties hereto, and for the consideration hereinafter mentioned, covenant and agree as follows:

2. DESCRIPTION (10/96) - The LESSOR hereby leases to the GOVERNMENT the following described premises approximately eight (800) hundred square feet of equipment space shall be related to the FAA's activities in support of Air Traffic operations, located at 9501 W. Airport Drive, Visalia, California 93277 .

3. TERM (1/01) - To have and to hold, for the term commencing on October 1, 2011, and continuing through September 30, 2015 inclusive, PROVIDED that adequate appropriations are available from year to year for the payment of rentals.

4. CANCELLATION (8/02) -The GOVERNMENT may terminate this lease at any time, in whole or in part, if the Real Estate Contracting Officer (RECO) determines that a termination is in the best interest of the Government, on or after September 30, 2012 by giving at least 30 day notice in writing to the LESSOR.

5. RENTAL (10/96) - Rent in the amount of $600.00 per month will be payable to the LESSOR in arrears and will be due on the first workweek of each month, without the submission of invoices or vouchers, subject to available appropriations. Rent will be considered paid on the date a check is dated or an electronic funds transfer is made. Rent for a period of less than a month will be prorated. Checks will be made payable to: City of Visalia, Airport Manager, Airport Drive, Visalia, California 93277

6. SERVICES AND UTILITIES (To be provided by LESSOR as part of rent.) (10/08) Services supplied to technical equipment will be supplied 24 hours a day, and seven days a week. The GOVERNMENT will have access to the leased premises at all times, including the use of electrical services without additional payment.
-ELECTRICITY

- 7. GENERAL CLAUSES:
a. DAMAGE BY FIRE OR OTHER CASUALTY (10/96) - If the building or structure is partially or totally destroyed or damaged by fire or other casualty or if environmentally hazardous conditions are found to exist so that the leased premises is untenantable as determined by the GOVERNMENT, the GOVERNMENT may terminate the lease, in whole or in part, immediately by giving written notice to the LESSOR and no further rental will be due.

b. MAINTENANCE OF THE PREMISES (10/96) - The LESSOR will maintain the demised premises, including the grounds, all equipment, and fixtures, appurtenances furnished by the LESSOR under this lease, in good repair.

c. FAILURE IN PERFORMANCE (10/96) - In the event the LESSOR fails to perform any service, to provide any item, or meet any requirement of this lease, the GOVERNMENT may perform the service, provide the item, or meet the requirement, either directly or through a contract. The GOVERNMENT may deduct any costs incurred for the service or item, including administrative costs, from the rental payments. No deduction of rent pursuant to this clause will constitute default by the GOVERNMENT on this lease.

d. CONTRACT DISPUTES (11/03)
All contract disputes and arising under or related to this lease contract will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A LESSOR may seek review of a final FAA decision only after its administrative remedies have been exhausted.

All Contract Disputes will be in writing and will be filed at the following address:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

A contract dispute against the FAA will be filed with the ODRA within two (2) years of the accrual of the lease contract claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.
The full text of the Contract Disputes clause is incorporated by reference. Upon request the full text will be provided by the RECO.

e. PROTEST (11/03)
Protests concerning Federal Aviation Administration Screening Information Requests

(SIRs) or awards of lease contracts will be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and will be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and will apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.
Offerors initially will attempt to resolve any issues concerning potential protests with the RECO.

Protests will be in writing and will be filed at:
Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., SW,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290; or
Facsimile: (202) 267-3720

At the same time as filing the protest with the ODRA, the protestor will serve a copy of the protest on the RECO.

A protest is considered to be filed on the date it is received by the ODRA and will be filed: (1) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or (2) If the protester has requested a post-award debriefing from the RECO, not later than five (5) business days after the date on which the RECO holds that debriefing.
The full text of the Contract Protest clause is incorporated by reference. Upon request the full text will be provided by the RECO.

f. INTERFERENCE (10/08)
Should interference with the lessor's facility due to the FAA operations, FAA shall correct the problem immediately. If the lessor's facility interferes with FAA's equipment then the lessor will correct the problem immediately.

g. COORDINATION (10/08)
The FAA will receive permission from the lessor prior to installing any new equipment at the site.

h. NOTICES (10/96)
All notices/correspondence shall be in writing, reference the Agreement number, and be addressed as follows:

Lessor:
City of Visalia
Airport Manager

IN WITNESS WHEREOF, the parties hereto have signed their names:

8a. NAME AND TITLE OF LESSOR/OWNER *(Type or Print)*	8b. SIGNATURE OF OWNER	8c. DATE (10/96)
THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.		
9a. NAME OF REAL ESTATE CONTRACTING OFFICER *(Type or Print)*	9b. SIGNATURE OF REAL ESTATE CONTRACTING OFFICER	9c. DATE (10/96)

Visalia City Council

Staff Report

File #: 25-0777 **Agenda Date:** 5/4/2026 **Agenda #:** 1.

Agenda Item Wording:
Inclusive Park Project - Review and approve the new proposed site location (McAuliff and Millcreek Parkway) for the Inclusive Park Project and approve contract amendment No. 2 in the amount of $405,500.63 to Westwood Professional Services for the change and update in design scope.

Prepared by:
Cody McLaughlin, Associate Engineer, Cody.Mclaughlin@visalia.gov, (559) 713-4595
Dolores Verduzco, Financial Analyst, Dolores.Verduzco@visalia.gov, (559) 713-4540
Rebecca Keenan, Senior Civil Engineer, Rebecca.Keenan@visalia.gov, (559) 713-4541
Chris Crawford, City Engineer, Chris.crawford@visalia.gov, (559) 713-4331
Jason Huckleberry, Director of Engineering & Building, Jason.huckleberry@visalia.gov, (559) 713-4495

Department Recommendation:
Staff recommends that the City Council:

1. Authorize staff to move forward with design and construction of the project at the alternative project site located at the northwest corner McAuliff Street and Millcreek Parkway; and

2. Approve contract amendment No. 2 for the change in design scope in the amount of $405,500.63.

Summary:
The Inclusive Park Project is a grant funded project that will design and construct the City of Visalia's first fully inclusive park. The city was awarded grant funding from the state Department of Parks and Recreation through Proposition 68. The design contract was awarded to a design consultant and the project design was underway. Due to unforeseen conditions and obstacles, the project must be moved to an alternative project site. Staff is requesting authorization to move forward with design and construction of the project at the alternative project site located at the northwest corner of McAuliff Street and Millcreek Parkway. Additionally, staff is requesting the approval of contract amendment No. 2 in the amount of $446,286.63 for the change and update in project design scope. If council approves this alternate location, staff expects the design to be completed by the end of 2026, project to be bid in February/March 2027, construction to start in May of 2027, and a construction completion date estimated for early 2028.

Background Discussion:
In early 2021, the California Natural Resources Agency released the final guide and application for the Proposition 68 Statewide Park Development and Community Revitalization Grant Program. The purpose of this grant is to create new parks and recreation opportunities in underserved communities across California. The City submitted the Proposition 68 grant proposal for a new inclusive park project planned to be located on Oak Street between Burke Street and the Imagine U children's

museum facility. In Spring of 2022, the City of Visalia was selected as a grant awardee and awarded $7,829,352 for the new Inclusive Park project.

In the Fall of 2022 city staff proceeded through the consultant procurement process and awarded professional consulting services to Odell Engineering. Beginning in 2023, City staff began preliminary engineering and coordination efforts with the consultant. During the grant application process outreach efforts were performed, however given Covid impacts at the time, city staff felt there were obstacles that may have impacted outreach efforts. In turn, city staff determined there was a high importance to reconnect with the community on the project through additional public outreach while preliminary engineering efforts were under way. The additional public outreach was driven by city staff reviewing the grant required project scope and amenities and ensuring the right product was to be delivered to the users and the community. In coordination with the grant agency, city staff was informed that in order for the City to request changes or substitutions to the approved grant scope and amenities, the request needed to be supported either by: organized community outreach and feedback; design engineering and feasibility reasons; or cost engineering reasons. City staff organized and heavily marketed a public outreach meeting that was held at Imagine U Children's Museum. In addition, staff had the opportunity to present and engage with community members and future park users at Able Industries within their facility. City staff also presented an updated concept layout to the City Parks and Recreation Commission and City Council which authorized staff to move forward with the updated conceptual layout and design scope.

City staff moved forward with the consultant, progressing through the design phase and preparing a bid package for construction. This project was being coordinated in conjunction with another city project, the "Oak Avenue Extension" project. The Oak Avenue Extension would build a one-way road south of the railroad tracks between Tipton Avenue and Burke Street. The Oak Avenue Extension project was intended to provide access to the Inclusive Park. Unfortunately, during the design phase and numerous meetings with railroad agencies, obstacles emerged that have resulted in the need to relocate the park project to an alternative site. Some of these obstacles include land use restrictions, design approvals, and conditional requirements that would significantly impact the Inclusive Park project, schedule, design components, and project budget beyond reasonable recovery.

City staff completed due diligence and research of possible parks sites that might provide an opportunity to the area, provide foundational design components to service the project, and satisfy grant agency requirements as an area of need. Ultimately the site that satisfied all parameters was determined to be a city owned 4.8-acre parcel located at the northwest corner of McAuliff Street and Mill Creek Parkway. Staff held a preliminary meeting with the grant agency representative and the representative communicated that this park location would be acceptable and a site change would be allowed through a request process. In addition, a Phase 1 and Phase 2 environmental site assessment has been performed and have not identified any significant concerns. If this new park location is approved by council, staff will coordinate with the grant agency to complete the necessary change of scope paperwork.

An outreach meeting was held on April 15th 2026 at Valley Oak Middle School, with 900 mailers sent out to the nearby neighborhood. 14 residents attended the meeting. The presentation focused on the new project site for consideration and the type of function and use of the future inclusive park. This outreach opportunity generated a variety of public opinions and comments ranging from some attendees expressing interest and excitement for the new inclusive park and other attendees expressing concerns about the project's possible impacts to the area. Attendees expressed

overwhelming frustration with the existing transient problem within the area around their homes. This issue seems to be occurring along Mill Creek, in the vacant city owned parcel south of the proposed location of the proposed park, and in Mill Creek Park just west of this location. They are also having issues with the transients rummaging in trash cans in the neighborhood. These frustrations seemed to drive a lot of the negative comments related to the park and concerns that the park would bring the transient population closer to their neighborhood. Listed below is a summary of several of the more significant concerns and the alternatives staff plans to investigate during the design phase of the park:

1. Concerns with transients utilizing the park and the bathrooms: City staff response is that this is going to be an enclosed park with a 6' tall fence and it will only be open during specified hours. City staff will be opening and closing gates in the morning and in the evening so there will be a City presence that can report any issues to the appropriate departments. In addition City staff intends to explore design options for the bathroom equipment that would prioritize heavy duty commercial quality as an effort to prevent vandalization.

2. Park hours concern: The attendees' opinion is that negative behavior in the area is most likely to occur after dark and requested that the park only be open during daylight hours. Staff will do more investigation into the appropriate park hours with this in mind.

3. Concerns about the parking lot being utilized for non-park activities: Staff response is that Staff can consider placing a vehicular access gate across the drive approach entrance that can be closed to coincide with park hours. This will need to be further discussed and investigated with the parks department during design.

4. Noise Nuisance: This comment seemed to be a misunderstanding about some of the park equipment. Various park equipment has the ability to make noises that are learning type tools for some of the special needs children. Staff does not believe that these noises will be loud enough to significantly affect the adjacent neighborhood.

5. Increased traffic activity in the neighborhood: The drive approach for this park will most likely be located on Manzanita St. Staff will keep resident concerns in mind when placing this drive approach. Heavy traffic to the inclusive park is not anticipated, but will be considered when designing the entry and exit points.
6. Request that the parking lot not be placed on Manzanita: Some of the attendees expressed concerns that they don't want to be looking at a parking lot right next to their homes. This comment seemed to be geared towards residents wanting whatever was adjacent to their homes to look nice and be maintained. Staff will keep this in mind when placing the parking lot on the new project site.

7. Safety concerns about the uncontrolled intersection at McAuliff and Mill Creek Parkway: Staff informed the residents that the design is currently underway for a traffic signal at this location.

City staff has made note of public concerns and believe there are ways to mitigate some of these concerns and possible impacts through strategic design strategies and planned operations and management approaches to the project.

Consultant Change Order

With a change in park site location, City Staff coordinated with the design consultant for an updated contract amendment proposal that will orient scope and design efforts to the new project site in the amount of $405,500.63. This proposal includes an updated schedule that will have a complete bid package ready for bidding and construction before the end of the year. Upon approval of the new project site location and Contract Amendment No. 2, city staff would return to council to present an updated concept layout for approval.

City staff has taken the contract amendment to the change order committee for review and has received a recommendation for approval from council. Following council authorization to move forward with Contract Amendment No. 2 the consultant will update the concept layout and begin design and construction drawings. Staff will coordinate with the consultant to push through the design process and develop updated construction drawings, specifications, and an estimate to bid, in accordance with the following project schedule:

Tentative Project Schedule	
Approval of Alternative Project Site and Updated Design Proposal	May 4, 2026
Completed Design	December 2026
Construction Begins	May 2027
Construction Complete	January 2028

Fiscal Impact:
As a result of the unforeseen obstacles that came forward through the design phase of the Inclusive Park project and the Oak Avenue extension project coordination the need to relocate the Inclusive Park project has triggered a change in scope for the design consultant. City staff worked with the design consultant to develop an updated scope of work proposal. City staff meticulously refined and negotiated the updated scope of work proposal to transfer as much time and effort from the previous site to the new project site (such as site function, equipment selection, custom equipment design) in order to reduce the fee amount for the updated scope.

Staff is requesting a not to exceed amount of $405,500.63 contract amendment. This not to exceed amount includes the following tasks:

Contract Amendment #2: New Site Design Scope Proposal	
Task 1: Meetings and Project Managem	$20,745.00
Task 2: Topographic Survey	$27,255.00
Task 3: Site Analysis	$8,860.00
Task 4: Conceptual Plans	$17,780.00
Task 5: Design Development (50% PS&	$64,580.00
Task 6: Construction Documents (90% &	$216,187.75
Task 7: Bidding and Contract Award Ser	$5,9105.00
Task 8: Construction Support Services	$30,383.88
Task 9: Construction Staking	$52,580.00

Total Amount:	**$446,286.63**
Contract Amendment #2: Remaining Scope of Services Not Performed	
Total Amount:	**$(40,786.00)**
Total Cost of New Site Design Contract A	**$405,500.63**

In addition, the design consultant is providing a credit in the amount of $40,786 for the remaining scope of services not performed prior to the change in site location, this results in a net contract amendment amount of $405,500.63.

City staff will work with the design consultant to attempt to minimize additional costs to the park project where possible. Additional funding is being requested during the current budget cycle and is expected to be available in the 26/27 fiscal year for this project. Staff will also coordinate with the grant agency and see if there are any available funds for additional construction cost increases once bids are received.

Refer to the Project Budget Summary below.

Inclusive Park Project Budget (CP0595)	
Soft Costs	
Design Consultant Initial Award	$545,328
Design Credit for services not pe	$(40,786)
New Site Design Scope Proposal	$446,286
Staff Time	$220,000
Geotechnical	$35,000
Materials Testing	$50,000
Subtotal	**$1,255,828**
Construction Contract Estimate	$7,670,525
Contingency	$853,999
Subtotal	**$8,522,805**
Project Total Cost:	***$9,780,352***
Current Project Grant Funds	$7,829,352
Current Project Park Funds	$51,000
Total Current Budget:	**$7,880,352**
Budget Deficit:	**$(1,900,000)**
Additional Appropriation FY 26/ Funds:	$1,600,000
Additional Appropriation FY 26/ Capital Funds:	$300,000

Total Additional Appropriation	**$1,900,000**

With the project budget shown above, staff recommends the approval for contract amendment no. 2 for this project. There are sufficient project funds to fund contract amendment no. 2. Additional funds are being requested in the next 2-Year capital improvement program in fiscal year 2026/27 from the Parks and Recreation Fund (211) in the amount of $1,600,000 and from the Northeast Capital Improvements Fund (291) in the amount of $300,000, to fully fund the construction phase.

Prior Council Action:
March 18, 2024 - Received a presentation on the Inclusive Park Project updated concept layout and provide direction regarding the updated layout.

November 07, 2022 - Council authorized the City Manager to enter into a contract with Odell Engineering (now Westwood Professional Services) for professional consulting services for the Inclusive Park Project in the amount not to exceed $547,095.00.

June 06, 2022 - Authorized the City Manager to accept and appropriate $7,829,352 in funds awarded form the State of California Natural Resources Agency, Proposition 68 Statewide Park Development and Community Revitalization Grant and appropriate $51,000 for staff indirect costs from the Parks Fund (211).

Other: NA

Alternatives: None Recommended

Recommended Motion (and Alternative Motions if expected):
I move approve the new site location for the Inclusive Park Project and approve contract amendment No. 2 in the amount of $405,500.63 to Westwood Professional Services for the change and update in design scope.

Environmental Assessment Status: Categorical Exemption

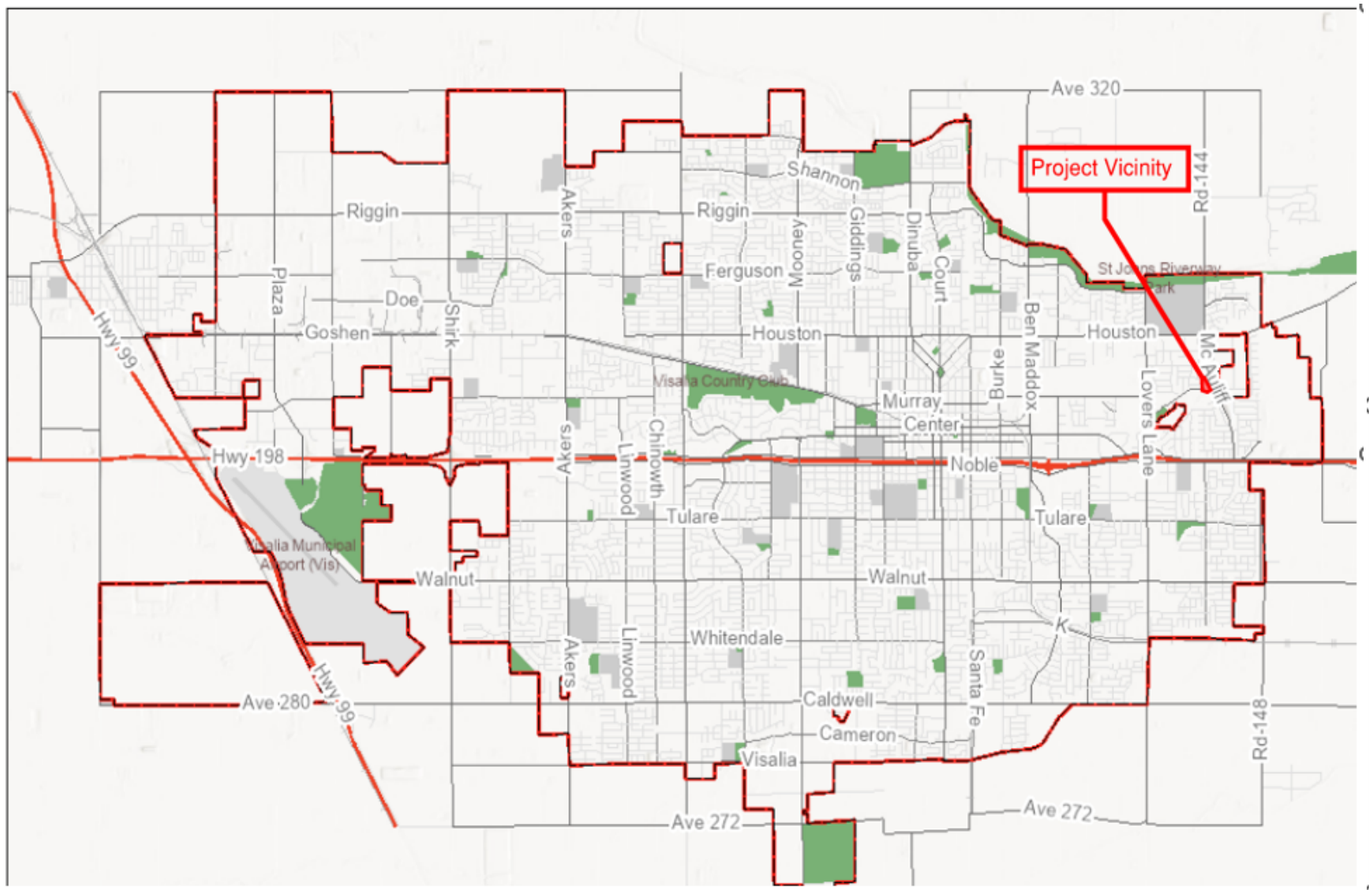
CEQA Review: Categorical Exemption

Deadline for Action: 5/4/2026

Attachments: Alternative Project Site Location Map
Contract Amendment #2
Project Presentation

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☐ **Economic Vitality**	☐ **Organizational Excellence**	☐ **Fiscal Strength**	☒ **Infrastructure & Growth**	☒ **Quality of Life**



Alternative Project Site Map

Westwood

1165 Scenic Drive, Suite A
Modesto, CA 95350
main (209) 571-1765

CONTRACT CHANGE ORDER

Contract Change Order Number:	002
Original Contract Date:	November 22, 2022
Date:	April 14, 2026
	Bridging Horizons Inclusive Park PO3279
Project Number:	R0056531
To:	Cody McLaughlin, City of Visalia
From:	Katherine Lewis Mitchell, PLA #6818

Description of Change:

Due to unforeseen circumstances, the project site has been relocated, rendering the previously prepared plans no longer applicable and necessitating the development of a new set of construction documents. The revised site program includes a playground layout, Bankshot court, water play area, game area, music meadow, picnic area with shade structure, restroom, and parking lot. At the City's request, Westwood will prepare a new plan set tailored to the relocated site. The following scope of work outlines the anticipated level of effort required to complete a topographic survey, geotechnical investigation, preparation of improvement plans, and coordination necessary to meet applicable grant requirements.

Scope of Work

Task 1: Meetings and Project Management

The Westwood team will provide project management services including meeting facilitation and maintaining ongoing coordination with the project team and stakeholders. Services also include monitoring progress, supporting communication among disciplines, and assisting in keeping the project aligned with schedule, scope, and budget objectives.

Task 1.1: Kick-off and Scoping Meeting

A well-run organizational meeting at the beginning of the project will clear up any unexpected issues before they arise. A meeting will be held with staff, during which our proprietary client communication program is started and the following typical items are discussed:

- Introduce staff and project partners to the design consulting team.
- Review objectives of the project, scope of services, deliverable expectations, project schedule, and milestones.
- Confirm project parameters and limits of work. (Conduct a site review and photo document site conditions.)
- Collect available data and published material.
- Establish meeting and presentation schedules and communication channels with all parties involved.
- Review and list all applicable design/planning standards, opportunities, and/or challenges anticipated.
- Coordinate with agency departments, other agencies, and stakeholders.
- Review project budget and billing requirements.

- Complete custom client communications program.

Task 1.2: Progress Meetings

After each submittal and subsequent staff review period, a virtual progress meeting with the design team will be held. It is anticipated that there will be a progress meeting each month during the design period and ideally held at the following stages:

- Following the conceptual design submittal
- Following the design development submittal
- Following the construction documentation submittal

Task 2: Topographic Survey Base Mapping

A topographic survey will be performed of all hardscape and softscape, including: grade breaks, high points, low points. In flat areas, measure spot elevations in a grid pattern at 50-foot intervals. The following will be included:

- Locate surface-visible utility features and improvements, such as: signs, fences, walls, buildings, striping, driveways, walkways, drainages, structures, lights, poles, bollards, general limits of vegetated or landscaped areas, USA markings, vaults, valves, meters, boxes, pedestals, cleanouts, manholes, drain inlets, catch basins, culverts, outfalls, and standpipes.
- Trees 6” in diameter or larger will be located.
- At manholes and accessible structures measure invert elevation of all gravity storm drains and sewer pipes. Annotate topographic survey drawing with invert elevation, approximate diameter, and orientation of each pipe visible at the time of the survey. Where access is not practical, Westwood will indicate by notation on the mapping deliverable.
- Create existing ground Civil 3D TIN surface model.
- Prepare topographic survey base map drawing at a 1” = 20’ or other suitable scale.

DELIVERABLES

- Digital copy of the topographic survey base map drawing in AutoCAD Civil 3D 2023 format.
- PDF copy of topographic survey on Westwood title block.

Task 3: Site Analysis

Research objectives will include a comprehensive review of project history and all available on-site and off-site information to establish a clear understanding of existing conditions. The team will evaluate and document site opportunities and constraints through mapping and analysis to identify key factors influencing future improvements.

Task 3.1: Contextual Analysis

A contextual analysis will be conducted at the outset of the project to develop a comprehensive understanding of the site within its broader physical, environmental, and regulatory setting. This effort will include documentation and review of existing site conditions such as land use, circulation patterns, accessibility, vegetation, topography, and adjacent development. Items such as prevailing winds, soil type, as-built drawings, and so forth will be reviewed. The analysis will also include a review of applicable plans, policies, and jurisdictional requirements to ensure alignment with local standards and long-term goals. This baseline understanding will help identify key site characteristics and inform the development of the site plan.

Task 3.2: Utility Investigation

A utility investigation will be completed to determine what utilities are available, their locations, and utility depth within the project limits of work. Available as-built and original design drawings will be reviewed, utility request letters will be sent to all applicable utility companies, and site investigation will be used to make determinations.

Task 4: Conceptual Plans

The conceptual design phase will build upon the programming established for the previous site and adapt it to suit the unique opportunities and constraints of the new project location. This effort will include what was learned from the site analysis phase to inform a responsive and functional layout. Key park elements—including playground areas, recreational features, and support amenities—will be thoughtfully reconfigured to align with the revised site conditions while maintaining the original project intent.

The resulting conceptual plans will also be developed based on applicable grant requirements, ensuring that design elements, accessibility, and overall project scope remain consistent with funding criteria. This process will involve balancing project goals, community priorities, and regulatory considerations to deliver a cohesive park concept for City approval. Task includes one round of revisions based on City comments.

DELIVERABLES

- Conceptual site plan in PDF format.

Task 5: Design Development Drawings (50% PS&E)

Upon City approval of the concept plan, the Westwood team will develop 50% improvement plans. The Design Development Drawing package includes drawings to convey general engineering and design concepts. This service will include the following preliminary plan sheets at a minimum:

- Cover sheet and project information
- Site plan
- Existing conditions plan
- Grading, drainage, and utilities plan
- Site finishes and furnishings plans
- Water play layout plans
- Irrigation plans
- Planting plan
- Electrical plans
- Major construction details
- Building/restroom/and other structure sections, and plans

DELIVERABLES

- 50% drawings in PDF format
- 50% estimates and quantities in PDF format

Task 6: Construction Documentation (90% and 100% PS&E)

Following approval of the 50% set, the team will prepare final site improvement plans for permitting. Improvement plans include routine information normally required by governing agencies. The scope of work will include three packages: 90% construction documents with draft specifications submitted for City review and permitting, 100% documents including final specifications, and a bid set including bid forms. This service will include the following tasks:

Task 6.1: PS&E

Plans may include the following sheets but are subject to change as the parameters, needs, and existing conditions of the project formalize:

- Cover sheet
- Notes and conditions
- Site plan
- Existing conditions and demolition plan
- Underground utilities plan
- Grading and drainage plans
- Erosion control plans
- Horizontal control plan
- Site finishes and furnishings plans
- Enlargement plans (playground, etc.)
- Irrigation plans and water use calculations
- Planting plan
- Electrical plans and Title 24 calculations
- Construction details
- Structural engineering for playground footings (5 unique foundations and 1 unique special foundation) and retaining walls at two locations (If needed for building permit)
- Restroom/shade structure sections, plans, and details
- Water play layout plan and sections
- Water play piping plans
- Water play deck plans
- Water play construction details
- Construction quantities and estimates
- Draft & final technical specifications (using City provided template)

Task 6.2: SWPPP

- Permit Registration Documents including Risk Assessment, Site specific SWPPP approved by QSD, Site Maps, and NOI for LRP review (Fees provided by Client).
- Site visit by QSD to review client installed BMPs and evaluate how construction activities will affect sediment transport, erosion, and other discharges of pollutants in stormwater runoff in SWPPP design and implementation.
- Site visits are performed twice annually, once August through October, and once January through March. Also, within 14 calendar days after numeric action level exceedance, or within the time period requested in writing from Water Board staff.

Task 6.3: Bid Package

Following the approval of the 100% PS&E drawings, the team will prepare a final bid package. The bid package will include:

- Front end documents (provided by the City)
- Stamped and signed cover sheet
- Bid forms

- Bid item descriptions
- Final stamped and signed PS&E
- Final stamped and signed technical specifications
- Final cut sheets for important features and materials
- Geotechnical Report (If performed)
- Structural package (If prepared)

DELIVERABLES

- 90% and 100% drawings in PDF format
- 90% and 100% estimates and quantities in PDF format
- 90% and 100% technical specifications in PDF format
- Final bid package in PDF format

Task 7: Bidding and Contract Award

Westwood will perform bidding and contract award services to assist the City with selecting the appropriate contractors and product manufacturers. Services may include the following up to 16 hours of Westwood support and electrical engineering support: (We can provide additional support as requested.)

- Attend pre-bid meeting (virtual)
- Respond to RFIs
- Prepare of Addenda and Transmittals (as needed)

DELIVERABLES

- Meeting agenda and minutes in PDF format
- RFI responses in PDF format
- Plan revisions in PDF format

Task 8: Construction Support Services

Westwood will perform construction support services throughout the project's completion. Services may include the following up to 80 hours of Westwood support and electrical engineering support: (We can provide additional support as requested.)

- Attend pre-construction meeting (in-person)
- Review and approve contractor's schedule, RFIs, and submittals
- Review change orders
- Review shop drawings and submittals
- Prepare as-built drawings from contractor maintained field drawings
- Construction observation site visits may include:
  - Review of site finishes
  - Irrigation installation
  - Plant review and approval prior to planting
  - Playground installation
  - Following structural installations but prior to final surface covering
  - Final punch list walk

DELIVERABLES

- Meeting minutes in PDF format
- Submittal & RFI responses in PDF format
- Site observation memos in PDF format

- Supplemental instructions as needed in PDF
- As-built drawings in PDF and AutoCAD format

Task 9: Construction Staking (Optional)

- Site Control : Limited to one (1) workday mobilization.
  - Set and level site control based on City of Visalia Horizontal and Vertical Datum.
- Rough Grade: Limited to two (2) workday mobilizations.
  - Stakes to be set at 100-foot intervals including: begin and end curves, radius points, high points, low points, intermediate points and ridge lines for rough grade. Grades to finish surface or top of curb.
- Utilities: Limited to three (3) workday mobilizations.
  - Storm Drain - provide offsets at 50' intervals, point of connection, manholes, inlets, catch basins, and changes in direction. Grades to invert and rim.
  - Sanitary Sewer - provide offsets at 50' intervals, point of connection, manholes, cleanouts, and stubs. Grades to invert and rim.
  - Water - Provide offsets at 100' intervals for domestic and fire water including: point of connection, fire hydrants, tees, angle points, and stubs. Grades to Finish Surface.
- Site Lighting: Limited to one (1) workday mobilization.
  - Provide offsets to the center of each pole mounted light.
- Finish Grade: Limited to three (3) workday mobilizations.
  - Provide offsets to face of curb or edge of concrete at 50' intervals along straight alignments and 25' intervals along curves, changes in direction, radius points, and grade breaks. Grades to finish surface or top of curb.
  - Provide offsets to face of wall with grades to finish surface for various site walls.
  - Provide offsets to limits of raised play area with grades to finish surface.
- Structure layout: Limited to one (1) workday mobilization.
- Provide offsets as requested for shade structure, shade sails, picnic area, and restroom building. Grades to finish surface.
- Provide offsets to edge of pavement. Grades to finish surface.

Assumptions / Notes

- Additional requests beyond Tasks listed above will result in requests for additional services.
- All other conditions remain in accordance with the original contract and all amendments to date.
- QSP Services based on the following construction duration: 10 months, 44 weeks, 4 qualifying rain days, 4 additional pre or post site visits, 2 QSD Site Visits, & 3 SMARTS Management tasks
  - Assumed Risk Level 1
- Following approval of the conceptual site design, no further site design changes are anticipated or included within this scope of work. Additionally, upon completion and submittal of the 50% design documents, any significant revisions resulting from review comments or redlines that alter the approved design intent, project layout, or previously established criteria shall be considered additional services and will require a written change order prior to incorporation into the documents.
- The plan set is scheduled to be completed by the end of 2026. If any delays occur, necessitating an extension beyond this timeframe, fees will be reassessed at the beginning of 2027.

Westwood

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main (209) 571-1765

CONTRACT CHANGE ORDER

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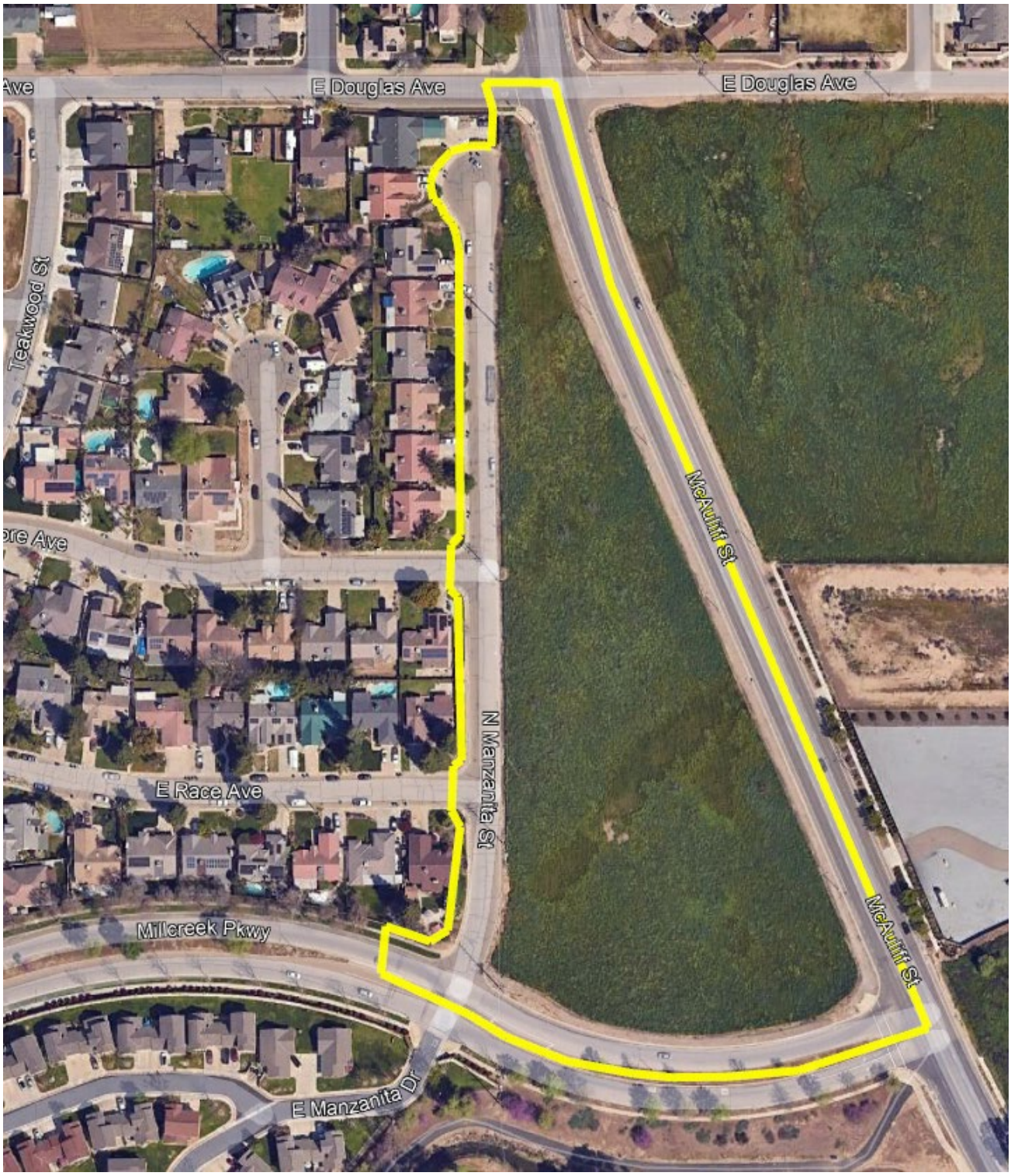
CONTRACT CHANGE ORDER

Mapping Limits



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CONTRACT CHANGE ORDER

Cost Proposal

Task	Description	Fee	Fee Type
1	Meetings and Project Management	$20,745.00	LUMP SUM
2	Topographic Survey	$27,255.00	LUMP SUM
3	Site Analysis	$8,860.00	LUMP SUM
4	Conceptual Plans	$19,780.00	LUMP SUM
5	Design Development Drawings (50% PS&E)	$64,580.00	LUMP SUM
6	Construction Documentation (90% and 100% PS&E)	$216,187.75	LUMP SUM
7	Bidding and Contract Award	$5,915.00	LUMP SUM
8	Construction Support Services	$30,383.88	LUMP SUM
	TOTAL (Tasks 1-10)	**$393,706.63**	
Optional Tasks			
9	Construction Staking	$52,580.00	LUMP SUM
Project Total			
	TOTAL for ALL (Tasks 1-10)	**$446,286.63**	

Fees are valid for 90 calendar days from the date listed on the cover sheet of the proposal. Any time and material basis work (including additional services, if any) will be performed pursuant to the current fee schedule (a copy of which is attached) unless otherwise negotiated or approved.

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CONTRACT CHANGE ORDER

Schedule of Fees

2026 – California - PW

The following is the fee schedule for all work performed under an hourly agreement.

Classification	Hourly Rate
Admin I	$125.00
Admin II	$135.00
Admin III	$145.00
Admin IV	$165.00
Admin V	$180.00
Intern I	$100.00
Intern II	$120.00
Intern III	$135.00
Engineering Tech I	$115.00
Engineering Tech II	$135.00
Engineering Tech III	$150.00
Engineering Tech IV	$170.00
Engineering Tech V	$180.00
Engineering Tech VI	$195.00
Engineering Tech VII	$215.00
Graduate Engineer I	$165.00
Graduate Engineer II	$175.00
Graduate Engineer III	$185.00
Graduate Engineer IV	$195.00
Engineer I	$200.00
Engineer II	$210.00
Engineer III	$225.00
Engineer IV	$245.00
Engineer V	$285.00
Engineer VI	$300.00
Engineer VII	$315.00
Engineer VIII	$335.00
Graduate Landscape Designer I	$155.00
Graduate Landscape Designer II	$170.00
Graduate Landscape Designer III	$180.00
Landscape Architect I	$175.00
Landscape Architect II	$185.00
Landscape Architect III	$195.00
Landscape Architect IV	$215.00
Landscape Architect V	$235.00
Landscape Architect VI	$260.00
Project Manager I	$215.00
Project Manager II	$240.00

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CONTRACT CHANGE ORDER

Project Manager III	$265.00
Project Manager IV	$290.00
Project Manager V	$310.00
Project Manager VI	$325.00
Project Manager VII	$340.00
Survey Field I (Rod Person/Chainman)	$210.00
Survey Field II (Instrument Operator)	$210.00
Survey Field III (Crew Chief)	$250.00
Survey Field IV (Sr. Crew Chief)	$275.00
Survey Field V (Survey Coordinator)	$190.00
Survey Field VI (Field Manager)	$250.00
Survey Field VII (One-Person Crew)	$260.00
Survey Tech I	$120.00
Survey Tech II	$135.00
Survey Tech III	$150.00
Survey Tech IV	$175.00
Survey Tech V	$195.00
Survey Tech VI	$210.00
Graduate Surveyor I	$155.00
Graduate Surveyor II	$170.00
Graduate Surveyor III	$180.00
Surveyor I	$175.00
Surveyor II	$195.00
Surveyor III	$220.00
Surveyor IV	$240.00
Surveyor V	$260.00
Surveyor VI	$280.00
Project Coordinator I	$145.00
Project Coordinator II	$155.00
Project Coordinator III	$165.00
Senior Project Coordinator I	$175.00
Senior Project Coordinator II	$190.00

Charges for Other Direct Costs, Outside Services, and facilities furnished by Westwood are computed on the basis of actual cost-plus 15 percent.

_____	_____
CLIENT SIGNATURE	CONSULTANT SIGNATURE
Name	Chad Kennedy
Company	Westwood Professional Services

CLIENT SIGNATURE WILL AMEND THE CONTRACT AS SHOWN AND AUTHORIZES THE WORK TO BE PERFORMED.

Westwood

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CONTRACT CHANGE ORDER

Contract Change Order Number:	002
Original Contract Date:	November 22, 2022
Date:	April 2, 2026
	Bridging Horizons Inclusive Park PO3279
Project Number:	R0056531
To:	Cody McLaughlin, City of Visalia
From:	Katherine Lewis Mitchell, PLA #6818

Description of Change:

The remaining scope of services not yet performed under the original agreement shall be considered canceled. All associated fees for unperformed services are hereby removed from the contract and will not be billed.

Task Description:	Remaining Fee:
Billing and Contract Award	($2,850)
Construction Support Services	($7,360)
Construction Staking	($30,576)

_____
CLIENT SIGNATURE
Name
Company

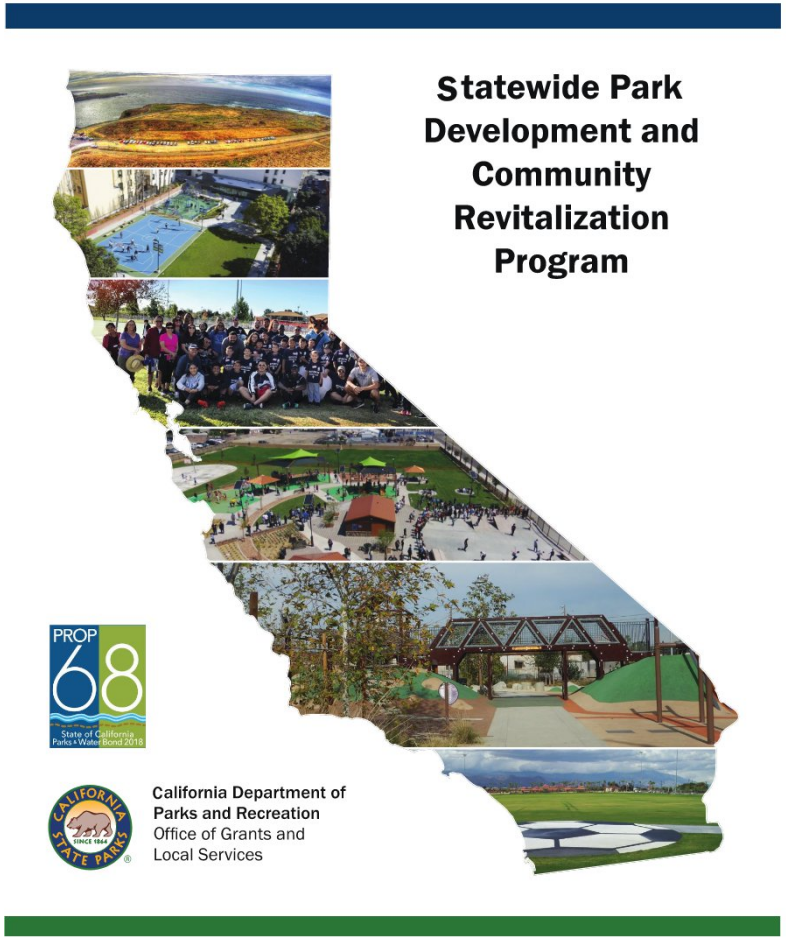
_____
CONSULTANT SIGNATURE
Chad Kennedy
Westwood Professional Services

CLIENT SIGNATURE WILL AMEND THE CONTRACT AS SHOWN AND AUTHORIZES THE WORK TO BE PERFORMED.

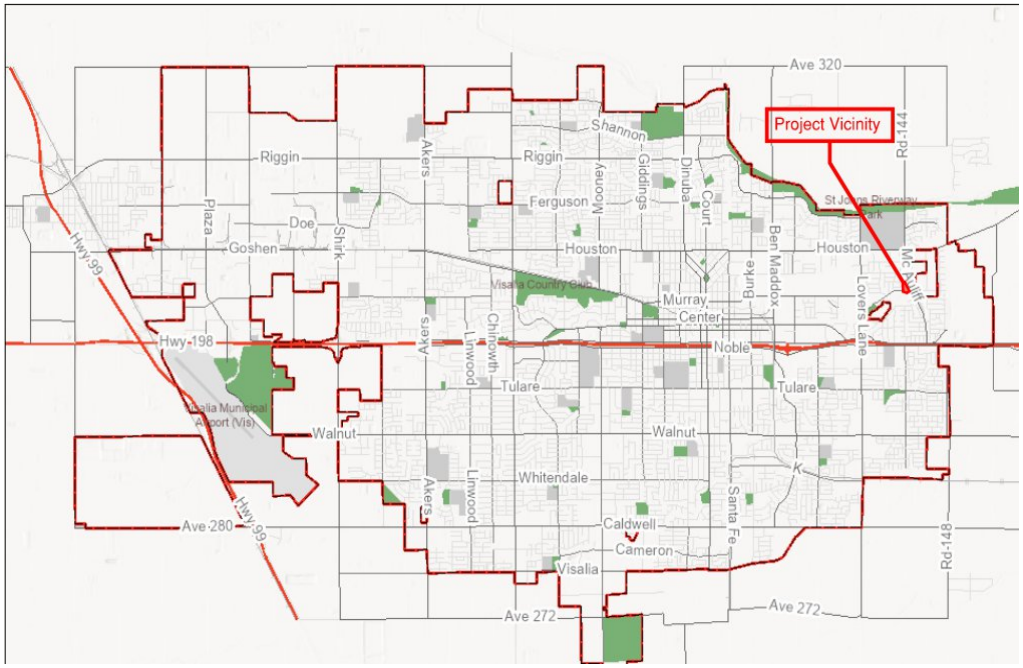
Engineering and Building

Grant Funded Park Project

- The City was awarded $7.8 million dollars through the competitive grant application process.
- Grant funding through proposition 68 California state parks statewide park development and community revitalization program



Project Site for Consideration



Project Site for Consideration

Alternative Sites Considered

- East Side Regional Park: Project timelines are unaligned
- Modoc Basin: Project timelines are unaligned, limited infrastructure
- Recreation Park: Limited space, another upcoming project designated for the site

What is an inclusive park?

An inclusive park is an accessible play area that accommodates users with various physical, mental, social, and learning abilities and encourages beneficial interaction in a space that is compatible with their abilities and interests.

- An inclusive park goes beyond accessibility opportunities and welcomes all users through diverse design and equipment

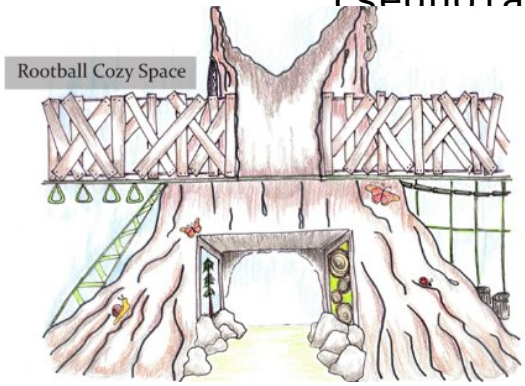
Benefit users of all abilities

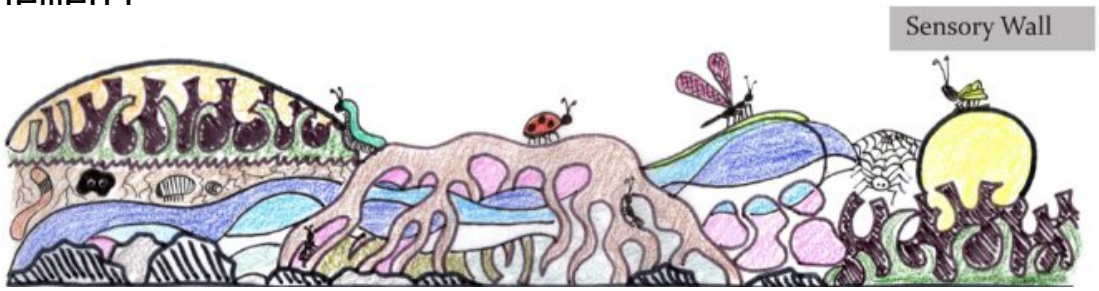
Inclusive features target: auditory, spatial and balance, visual, cognitive, ant tactile (touch) sensory rick interactivity enrichment

Sensory enrichment

Playground Amenities

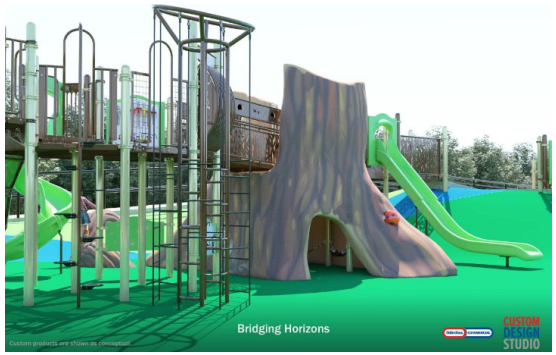
(sequoia themed)





Playground Amenities

(sequoia themed)



Picnic and Restroom Amenities

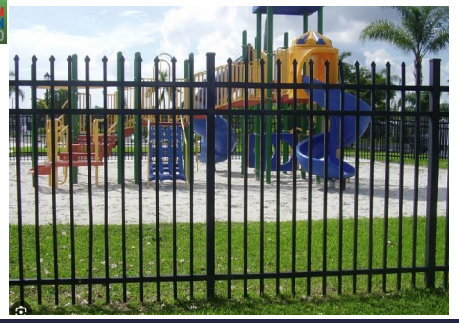
Water Play and Music Meadow Amenities

(Pow not electricity)

Ballcourts and Fitness Amenities

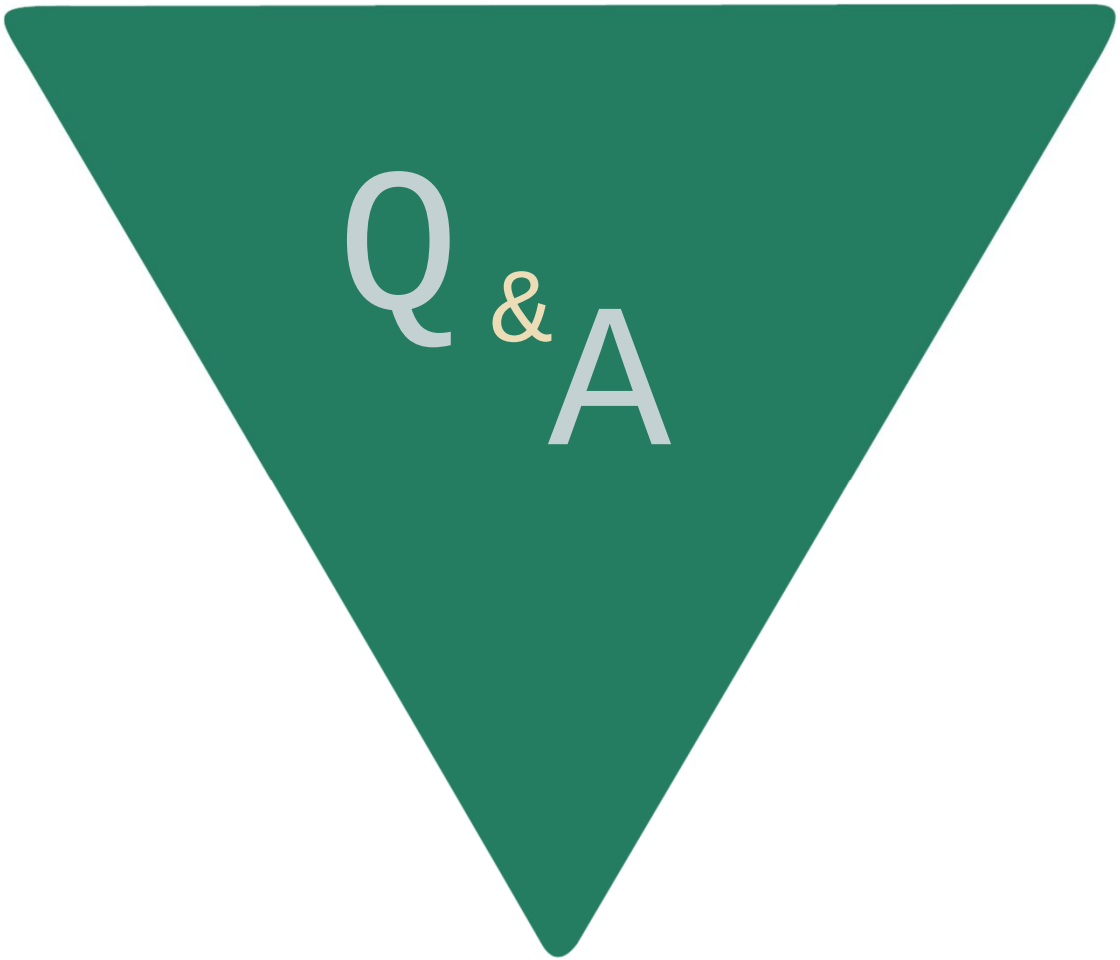
Park Operations

- The park will provide an onsite parking lot with accessible parking for attendees and users.
- The park area will be fully fenced for user safety and secured outside of operating hours.



Public Outreach Comments

- Concerns with transient activity utilizing the park and bathrooms.
- Park operating hours: Concerns of unacceptable behavior and use of the space after dark.
- Concern of parking lot being used for non-park activities.
- Concern of noise nuisance from park and park music amenities.
- Increased traffic activity within the neighborhood.
- Requests for onsite parking lot to not be placed on Manzanita St. and located further away from the nearby neighborhood.



ENGINEERING & BUILDING

Visalia City Council

Staff Report

File #: 25-0781 **Agenda Date:** 5/4/2026 **Agenda #:** 2.

Agenda Item Wording:
Measure N Public Hearing- Conduct the second of two public hearings on the proposed 10-year plan (2027-2037) and approve the 2026/27 & 2027/28 proposed budget.

Agenda Date: 05/04/2026

Prepared by: Renee Nagel, Finance and Technology Director,559-713-4375, Renee.Nagel@visalia.gov, Amee Swearingen, Budget Analyst, 559-713-4170, Amee.Swearingen@visalia.gov

Department Recommendation: That the City Council conduct the second of two public hearings to receive comment on the proposed 2027-2037 10-year plan for Measure N and the 2026/27 & 2027/28 Measure N proposed budget.

Summary:
Measure N has been able to enhance the City by adding and equipping 57 essential positions, growing youth services, and improving streets, parks, trails, and buildings over the last nine fiscal years. Next fiscal year completes the original plan. The proposed new 10-year plan is a continuation of current services and continues to add additional resources.

Background Discussion:
In November of 2016, the voters of Visalia passed a ½ cent Sales Tax Override, Measure N also known as Visalia Essential City Services Measure. Sales Tax from Measure N provides essential city services such as police, fire, and recreation, as well as maintenance of parks, trails, and roads. The measure uses a detailed, 10-year plan which includes hiring of personnel, construction of capital projects and equipment purchases.

As part of the measure, Council adopted an Accountability Ordinance (Ordinance 16-21) to establish accountability measures as outlined:

Revenue Requirements:

- 10% of budgeted revenues must be maintained in an Uncertainty Fund. This money can only be accessed during a fiscal emergency;
- 10% of budgeted revenues must be deposited into the following two categories:
  - 2% into Youth Programs
  - 8% into Maintenance and Emerging Needs

Expenditure Requirements:

- Tax money shall not be used for debt service payments;
- The annual expenditure plan must be approved by Council after the following process has

occurred:

- City Manager makes a recommendation to City Council and makes changes as requested by Council;
- Staff receives comments and recommendation by Sales Tax Oversight Board;
- Staff conducts two public hearings at regular Council Meetings to consider expenditure plan. (tonight's 2 of 2 public hearings)

The Measure N Budget requires two public hearings and has to be adopted by June 30, 2026 to be able to spend in FY 2026/27. In order to meet this timeline, staff presents the Measure N budget separately from the Citywide budget. The next 10-year plan and the proposed Measure N budget for FY 2026/27 and 2027/28 was reviewed with Council on March 16, 2026. The Measure N Oversight Committee reviewed both the plan and the proposed budget on March 26, 2026 and approved the recommended budget.

The plan is currently in the 9th year and has had amendments throughout the years to add additional staff, programs and capital. The final year of the original plan is FY 26/27 and is the first year of the upcoming two-year budget that is currently being prepared. A new plan will need to be approved to allow the second year of the proposed budget (FY 27/28) to be appropriated.

Proposed New 10-Year Plan:

The new proposed 10-year plan continues with the original intent of the plan to provide essential city services and maintenance of parks, trails and roads. The plan will continue to fund everything that is in the current 10-year plan plus add additional full-time employees, capital and increase maintenance funding. Below are the additional items being proposed to add by category.

Essential Services

Police:

- Hire personnel and purchase the required equipment & vehicles for the following positions:
  - 7 Police Officers
  - 2 Community Service Officers
  - 2 Professional Staff

Streets:

- Annual street maintenance of $4 million increasing by .05% annually.

Fire:

- Design and Construct Station 57
- Purchase Station 57 engine
- Hire 3 of the required 9 full-time employees for Station 57

Parks and Recreation:

- Annual Trailway, Tree, Building and Parks maintenance increasing 2% annually:

Maintenance & Emerging Needs 8%

- Building maintenance of $1.1 to $1.5 million annually
- Remainder of the 8% of budget revenues to fund emerging needs

Youth 2%

- Fund a total of 2% of budgeted revenues for Police and Recreation youth programs

Uncertainty Fund Balance

- Maintain the Uncertainty Fund at 30% of operating expenditures.

The cost associated with the next 10-year plan which includes the current staffing, current programs, capital, and proposed additional expenditures is shown in Table 1: Measure N Next 10 Year Plan Projection.

Table 1: Measure N Next 10 Year Plan Projection

	Year 11 2027-28	Year 15 2031-32	Year 20 2036-37	Total	Comments
Measure N Total Revenues					
Sales Tax	20,173,600	22,595,200	26,194,000	**230,241,900**	
Interest & Misc Earnings	855,000	925,400	840,400	**8,647,400**	
Total Revenues	**21,028,600**	**23,520,600**	**27,034,400**	**238,889,300**	
Essential Services					
Revenues					
Sales Tax	18,156,200	20,335,700	23,574,600	**207,217,700**	
Interest & Misc Earnings	600,000	649,400	535,700	**5,855,600**	
Total Revenues	**18,756,200**	**20,985,100**	**24,110,300**	**213,073,300**	
Expenditures					
Police					
Continued Expenses From 1st 1(	9,356,600	10,648,600	12,621,100	**108,937,100**	44 Employees
Personnel - Police Officers	173,600	571,400	1,462,600	**7,485,200**	7 New Employees
Personnel - Professional Staff	115,700	352,100	542,400	**3,236,900**	4 New Employees
New Personnel Equipment	9,000	10,900		**79,400**	
New Body Cam/in-Car	4,600	4,900		**36,200**	
New Vehicles	109,000	179,400		**987,800**	
Fire					
Continued Expenses From 1st 1(	2,119,900	2,321,300	2,790,400	**23,895,100**	9 Employees
Station 57				**15,100,000**	
Engine 57				**1,500,000**	
Station 57 Personnel			774,200	**1,522,200**	3 New Employees
Streets Capital	4,020,000	4,100,000	4,205,000	**41,115,000**	Increase .05% annually
Parks & Recreation					
Continued Expenses From 1st 1(	628,900	695,700	822,000	**7,126,600**	4 Employees
Trailway Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Tree Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Building Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
Parks Maintenance	61,200	66,200	73,100	**669,800**	Increased 2% annually
State Sales Tax Fees	237,200	256,600	283,200	**2,595,600**	
Total Expenditures	**17,019,300**	**19,405,700**	**23,793,300**	**216,296,300**	
2% Youth - Police & Rec					
Revenues					
Sales Tax	403,500	451,900	523,900	**4,604,900**	
Interest	51,000	55,200	60,900	**558,100**	
Total Revenues	**454,500**	**507,100**	**584,800**	**5,163,000**	
2% Youth - Police & Rec Exp	**403,500**	**451,900**	**523,900**	**4,604,900**	
8% Maintenance & Emerging Needs					
Revenues					
Sales Tax	1,613,900	1,807,600	2,095,500	**18,419,300**	
Interest	204,000	220,800	243,800	**2,233,700**	
Total Revenues	**1,817,900**	**2,028,400**	**2,339,300**	**20,653,000**	
Expenditures					
Building Maintenance	1,500,000	1,200,000	1,200,000	**12,000,000**	
Emerging Needs	561,900	607,600	895,500	**6,867,300**	
Total Expenditures	**2,061,900**	**1,807,600**	**2,095,500**	**18,867,300**	

The proposed plan was established in order to be balanced, with the forecasted revenues covering expenditures. Sales Tax revenue was forecasted conservatively by growing 2.5% in the first two years and then growing 3% every year after that. Staff was conservative with ongoing expenditures but still able to add personnel and increase annual maintenance. The new fire station (Station 57) is using cash from fund balance. If revenues are higher and/or expenditures are lower then the plan, the annual budget can be amended to add one-time capital projects or increase the annual street maintenance. Staff encourage street maintenance to be high on the list to receive additional revenues as available due to streets maintenance receiving a lesser percentage increase annually than the other categories. Costs associated with street maintenance is growing due to new development and rising costs. Like the first plan, elements can be moved forward or pushed out based on needs.

The detailed sheet showing each year of the plan and when elements are added is included as Attachment A.

2026-2027 & 2027-2028 Proposed Budget

The budget includes the amended expenditure plan as shown in Table 2 - 2026/27 Proposed Measure N Plan (Year 10). The recommended budget for the 2026/27 budget is $39.6 million. This budget does not include any expenditures for the Emerging Needs category which will be brough back to Council and the Oversight Committee once a policy and/or plan has been established.

Table 2
2026/27 Proposed Measure N Amended Plan (Year 10)

Polic	29	Police Officers	5,321,400	***2% Youth Programs***	
	15	Professional Staff	2,317,900	Youth Programs	393,600
	2	Police Cars & Equipment	217,000		
	1	Replace Wrecked Vehicle	91,500	***8% Maintenance & Emerging Needs***	
		Operating Expenses	1,087,400	Building Maintenance	1,500,000
		Body Cameras	515,300	Emerging Needs*	-
			9,550,500	***Total***	1,500,000
Roads		Street Maintenance	4,000,000	***Vehicle Replacement***	
				Replace Wrecked Vehicle	17,500
Parks	2	Park Maintenance Emp.	223,300		
& Rec	1	Urban Forest Emp.	118,000	***Grand Total***	**39,582.80**
	1	Recreation Coordinator	134,900		
		Trailsway Maintenance	60,000		
		Tree Maintenance	60,000	*Note: Emerging Needs money will not be	
		Building Maintenance	60,000	appropriated until staff returns to Council wit	
		New Park Maintenance	60,000	recommended policy/plan.	
		Operating Expenses	127,100		
			843,300		
Fire	9	Deputy Chief, Admin Capt, & Sqaud Staffing	1,659,300		
		Operating Expenses	387,000		
		Additional Appropriation Sta 51	21,000,000		
			23,046,300		
Other		State Fees, Audits, Accounting	231,600		
			231,600		
		Essential Serivces Total	**37,671,700**		

In FY 2026/27, the plan adds 1 professional staff and 2 police officers for the Police Department. The budget for these positions includes equipment and vehicles. In addition, staff is requesting three additional amendments to the plan.

The first amendment is to replace a 2021 patrol unit (212664) that was involved in a front- end collision resulting in a total loss in March 2024. The replacement cost is $109,000. Staff is requesting to appropriate $109,000. This vehicle is multi-funded with $91,500 being funded from Measure N Essential Services Fund and $17,500 from the Measure N Vehicle Replacement Fund.

Second amendment is to add an additional appropriation of $21 million for the construction of Fire Station 51. If the costs come in lower than estimated, any remaining funds will go back to fund balance. The construction contract is anticipated to be awarded in fall of 2026.

Third amendment is adding back the building maintenance project in the Maintenance and Emerging Needs Fund (8%). As outlined in the plan, the building maintenance project was funded in the first five years and was not funded in years 6-10. Staff recommends funding the building maintenance project in FY 2026/27 for $1.5 million. This project was originally established to replace and update facilities that are funded by the General Fund. Unfortunately, the 5 years of funding was not enough to cover the high costs to replace/repair roofs, replace HVACs, and repair facilities.

The recommended budget for FY 2027/28 is $19.2 million as shown in Table 3 - 2027/28 Proposed Measure N Plan (Year 11).

Table 3
2027/28 Proposed Measure N Amended Plan (Year 11)

Polic	30	Police Officers	5,721,300	***2% Youth Programs***		
	16	Professional Staff	2,515,600	Youth Programs		403,500
	1	Police Cars & Equipment	122,600			
		Operating Expenses	1,114,900	***8% Maintenance & Emerging Needs***		
		Body Cameras	527,800	Building Maintenance		1,500,000
			10,002,200	Emerging Needs*		-
					Total	1,500,000
Roads		Street Maintenance	4,020,000			
Parks	2	Park Maintenance Emp.	233,200			
& Rec	1	Urban Forest Emp.	123,100		***Grand Total***	**19,156,500**
	1	Recreation Coordinator	141,300			
		Trailsway Maintenance	61,200			
		Tree Maintenance	61,200	*Note: Emerging Needs money will not be appropriated until staff returns to Council with recommended policy/plan.		
		Building Maintenance	61,200			
		New Park Maintenance	61,200			
		Operating Expenses	131,300			
			873,700			
Fire	9	Deputy Chief, Admin Capt, Sqaud Staffing	1,719,500			
		Operating Expenses	400,400			
			2,119,900			
Other						
		State Fees, Audits, Accounting	237,200			
			237,200			
		Essential Serivces Total	**17,253,000**			

In FY 2027/28, the plan adds 1 professional staff and 1 police officer for the Police Department. The budget for these positions includes equipment and vehicles. All other expenditures increased based on estimated costs and growth per the proposed plan.

Measure N Sales Tax

Measure N sales tax is projected to be higher than the plan as shown in Table 4 - Measure N Sales Tax Projections. This large difference is due to several reasons: the plan being conservative, Visalia continuing to have growth in commercial and residential development, higher cost of goods which increases sales tax, and new regulations on how sales tax is collected and paid from e-commerce purchases.

The table also shows a spike in sales tax in FY 20/21 & FY 21/22 due to the multi-year COVID stimulus money that the Federal Government issued. This one-time money lead to a decrease in FY 22/23 and 23/24 which allowed the sales tax to realign. Last fiscal year, Measure N sales tax increased by 1.8% and is projected to have growth of 2.5% for FY 25/26, 26/27 and 27/28.

Table 4
Measure N Sales Tax Projection

	20/21 Origina Plan	20/21 Actuals	21/22 Origina Plan	21/22 Actuals	22/23 Origina Plan	22/23 Actuals	23/24 Origina Plan	23/24 Actuals	24/25 Origina Plan	24/25 Actuals	25/26 Origina Plan	25/26 Projected	26/27 Origina Plan	26/27 Proposed
Sales Tax	11.5	16.9	11.7	19.7	11.9	19.5	12.2	18.4	12.4	18.7	12.7	19.2	12.7	19.7
Difference		5.4		8.0		7.6		6.2		6.3		6.5		7.0

In order to meet the requirements of tracking revenues and expenditures by categories, Measure N is tracked in 5 separate funds. Essential Services, 2% Youth Programs, 8% Maintenance and Emerging Needs, Economic Uncertainty, and Vehicle Replacement. Table 5 - Measure N Fund Balance Summary, shows each fund's projected ending cash for both years based on the proposed 2 -year budget.

Table 5
Measure N Fund Balance Summary

2026/27 - Year 10	Beginning Cash	Projected Revenues	Expenditures	Transfer	Ending Cash
Essential Services	25,494,977	18,463,500	37,671,700	(288,960)	5,997,817
8% Maint & Emerging Needs	6,296,307	1,774,500	2,038,800		6,032,007
2 % Youth Programs	1,723,160	443,600	393,600		1,773,160
Measure N Operating Funds	**33,514,444**	**20,681,600**	**40,104,100**		**13,802,984**
Economic Uncertainty	3,647,550			288,960	3,936,510
Vehicle Replacement	2,104,002	333,300	17,500		2,419,802
Measure N Total	**39,265,996**	**21,014,900**	**40,121,600**	**288,960**	**20,159,296**

2027/28 - Year 11	Beginning Cash	Projected Revenues	Expenditures	Transfer	Ending Cash
Essential Services	5,997,817	18,756,200	17,253,000	(217,260)	7,283,757
8% Maint & Emerging Needs	6,032,007	1,817,900	2,061,900		5,788,007
2 % Youth Programs	1,773,160	454,500	403,500		1,824,160
Measure N Operating Funds	**13,802,984**	**21,028,600**	**19,718,400**		**14,895,924**
Economic Uncertainty	3,936,510			217,260	4,153,770
Vehicle Replacement	2,419,802	343,300			2,763,102
Measure N Total	**20,159,296**	**21,371,900**	**19,718,400**	**217,260**	**21,812,796**

Measure N Economic Uncertainty Fund

The Measure N policy for the economic uncertainty fund was amended last fiscal year to be 30% of

operating expenditures instead of 10% of budgeted revenues. The balance of the uncertainty fund is $1.2 million as of June 30, 2025.

Budget Process
Council and the Measure N Oversight Committee have approved the next 10-year plan and the proposed FY 2026/27 and 2027/28 budgets. The first public hearing was conducted on April 20th. This is the second of two public hearings Council may adopt the plan following public comment.

Fiscal Impact including annual maintenance and operating costs: None

Prior Council Action: March 16, 2024 - Measure N proposed next 10 year plan and 2026/27 and 2027/28 two year budget.

Alternatives: N/A

Recommended Motion (and Alternative Motions if expected):
I move to approve the next Measure N 10-year plan (2027-2037) and the proposed FY 2026/27 and 2027/28 Measure N budgets.

Environmental Assessment Status: N/A

CEQA Review: N/A

Deadline for Action: 06/30/2026

Attachments: Attachment 1 - Measure N 10-Year Plan (2027-2037)

Strategic Goal: Indicates which City Strategic Goal(s) this item supports. Check all that apply.

☒ **Economic Vitality**	☒ **Organizational Excellence**	☒ **Fiscal Strength**	☒ **Infrastructure & Growth**	☒ **Quality of Life**

Measure N -10 Year Plan (Years 11-20)

	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	
Measure N Total Revenues	2.5%	2.5%	3%	3%	3%	3%	3%	3%	3%	3%	
Sales Tax	20,173,600	20,677,900	21,298,200	21,937,100	22,595,200	23,273,100	23,971,300	24,690,400	25,431,100	26,194,000	
Interest & Misc Earnings	855,000	872,100	889,500	907,300	925,400	943,900	787,100	802,800	823,900	840,400	
Total Revenues	**21,028,600**	**21,550,000**	**22,187,700**	**22,844,400**	**23,520,600**	**24,217,000**	**24,758,400**	**25,493,200**	**26,255,000**	**27,034,400**	
Essential Services Revenues											
Sales Tax	18,156,200	18,610,100	19,168,300	19,743,400	20,335,700	20,945,800	21,574,200	22,221,400	22,888,000	23,574,600	
Interest & Misc Earnings	600,000	612,000	624,200	636,700	649,400	662,400	500,000	510,000	525,200	535,700	
Total Revenues	**18,756,200**	**19,222,100**	**19,792,500**	**20,380,100**	**20,985,100**	**21,608,200**	**22,074,200**	**22,731,400**	**23,413,200**	**24,110,300**	
Expenditures											
Police											
Salary and Benefits	7,947,600	7,945,300	8,223,400	8,511,200	8,809,100	9,117,400	9,436,500	9,766,800	10,108,600	10,462,400	44 Employees
Operating Expenditures	1,114,900	1,148,300	1,182,700	1,218,200	1,268,100	1,319,500	1,372,500	1,427,100	1,483,300	1,527,800	
Body Cameras/Tazers	527,800	538,400	549,200	560,200	571,400	582,800	594,500	606,400	618,500	630,900	
Capital - Vehicles	-	-	-	-	-	-	-	-	-	-	
Personnel - Sworn	173,600	179,700	365,700	378,500	571,400	771,100	977,800	1,191,700	1,413,100	1,462,600	7 New Employees
Personnel - Non Sworn	115,700	222,300	230,100	238,200	352,100	364,400	377,200	390,400	404,100	542,400	4 New Employees
New Personnel Equipment	9,000	-	9,900	-	10,900	11,500	12,100	12,700	13,300		
New Body Cam/in-Car	4,600	-	4,900	-	4,900	5,100	5,500	5,600	5,600		
New Vehicles	109,000	55,000	115,600	-	179,400	126,400	130,200	134,100	138,100		
Fire											
Salary and Benefits	1,719,500	1,687,200	1,746,300	1,807,400	1,870,700	1,936,200	2,004,000	2,074,100	2,146,700	2,221,800	9 Employees
Operating Expenditures	400,400	412,400	424,800	437,500	450,600	464,100	478,000	507,300	537,500	568,600	
Station 57						1,100,000	14,000,000				
Engine 57						1,500,000					
Station 57 Personnel									748,000	774,200	3 New Employees
Streets Capital	4,020,000	4,040,000	4,060,000	4,080,000	4,100,000	4,121,000	4,142,000	4,163,000	4,184,000	4,205,000	Increased .05% annually
Parks and Recreation											
Salary and Benefits	497,600	494,200	511,500	529,400	547,900	567,100	586,900	607,400	628,700	650,700	4 Employees
Operating Expenditures	131,300	135,200	139,300	143,500	147,800	152,200	156,800	161,500	166,300	171,300	
Trailway Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Tree Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Building Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Parks Maintenance	61,200	62,400	63,600	64,900	66,200	67,500	68,900	70,300	71,700	73,100	Increased 2% annually
Downtown Street Lights	-	-	-	-	-	-	-	-	-	-	
State Sales Tax Fees	237,200	241,900	246,700	251,600	256,600	261,700	266,900	272,200	277,600	283,200	
Total Expenditures	**17,253,000**	**17,349,500**	**18,064,500**	**18,415,300**	**19,405,700**	**22,670,500**	**34,816,500**	**21,601,500**	**23,160,200**	**23,793,300**	
EOY Surplus/(Deficit)	**1,503,200**	**1,872,600**	**1,728,000**	**1,964,800**	**1,579,400**	**(1,062,300)**	**(12,742,300)**	**1,129,900**	**253,000**	**317,000**	

	2027-28	2028-29	2029-30	2030-31	2031-32	2032-33	2033-34	2034-35	2035-36	2036-37	
Beginning Cash	**5,997,817**	**7,283,757**	**9,113,127**	**10,655,247**	**12,481,687**	**13,828,527**	**12,557,427**	**(400,933)**	**501,147**	**294,217**	
EOY Surplus/(Deficit)	1,503,200	1,872,600	1,728,000	1,964,800	1,579,400	(1,062,300)	(12,742,300)	1,129,900	253,000	317,000	
Prior Year Capital Roll Over											
Transfer to Uncertainty Fund	217,260	43,230	185,880	138,360	232,560	208,800	216,060	227,820	459,930	230,730	
Ending Cash Balance	**7,283,757**	**9,113,127**	**10,655,247**	**12,481,687**	**13,828,527**	**12,557,427**	**(400,933)**	**501,147**	**294,217**	**380,487**	
Uncertainty Fund Balance	**3,933,120**	**3,976,350**	**4,162,230**	**4,300,590**	**4,533,150**	**4,741,950**	**4,958,010**	**5,185,830**	**5,645,760**	**5,876,490**	**30% Operating Expenditures**
2% Youth - Police & Rec											
Beginning Cash	**1,773,160**	**1,824,160**	**1,876,160**	**1,929,160**	**1,983,260**	**2,038,460**	**2,094,760**	**2,152,160**	**2,210,660**	**2,270,360**	
Revenue											
Sales Tax	403,500	413,600	426,000	438,700	451,900	465,500	479,400	493,800	508,600	523,900	
Interest	51,000	52,000	53,000	54,100	55,200	56,300	57,400	58,500	59,700	60,900	
2% Youth - Police & Rec Exp	403,500	413,600	426,000	438,700	451,900	465,500	479,400	493,800	508,600	523,900	
Ending Cash Balance	**1,824,160**	**1,876,160**	**1,929,160**	**1,983,260**	**2,038,460**	**2,094,760**	**2,152,160**	**2,210,660**	**2,270,360**	**2,331,260**	
8% Maintenance & Emerging Needs											
Beginning Cash	**6,032,007**	**5,788,007**	**5,996,107**	**6,208,407**	**6,424,907**	**6,645,707**	**6,870,907**	**7,100,607**	**7,334,907**	**7,573,907**	
Revenue											
Sales Tax	1,613,900	1,654,200	1,703,900	1,755,000	1,807,600	1,861,800	1,917,700	1,975,200	2,034,500	2,095,500	
Interest	204,000	208,100	212,300	216,500	220,800	225,200	229,700	234,300	239,000	243,800	
Expenditures											
Building Maintenance	1,500,000	1,100,000	1,100,000	1,100,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	1,200,000	
Emerging Needs	561,900	554,200	603,900	655,000	607,600	661,800	717,700	775,200	834,500	895,500	
Prior Year Capital Roll Over											
Ending Cash Balance	**5,788,007**	**5,996,107**	**6,208,407**	**6,424,907**	**6,645,707**	**6,870,907**	**7,100,607**	**7,334,907**	**7,573,907**	**7,817,707**	

Blue = New/Changing items

Visalia City Council

Staff Report

File #: 25-0706 **Agenda Date:** 5/4/2026 **Agenda #:** 1.

Agenda Item Wording:
Upcoming City Council Meetings

Wednesday, May 13, 2026 @ 4:00 p.m. * Special meeting

Monday, May 18, 2026 @ 7:00 p.m. at 707 W. Acequia

Note: Meeting dates and times are subject to change, check posted agenda for correct details. In compliance with the American Disabilities Act, if you need special assistance to participate in meetings contact 713-4512.

Written materials relating to an item on this agenda submitted to the Council after distribution of the agenda are available for public inspection in the Office of the City Clerk, 220 N. Santa Fe Street, Visalia CA 93292, during normal business hours.