



CITY OF COSTA MESA

REGULAR CITY COUNCIL AND HOUSING AUTHORITY*

Agenda

Tuesday, February 17, 2026

6:00 PM

City Council Chambers
77 Fair Drive

***Note: All agency memberships are reflected in the title "Council Member"**

The City Council meetings are presented in a hybrid format, both in-person at City Hall and as a courtesy virtually via Zoom Webinar. If the Zoom feature is having technical difficulties or experiencing any other critical issues, and unless required by the Brown Act, the meeting will continue in person.

TRANSLATION SERVICES AVAILABLE / SERVICIOS DE TRADUCCIÓN DISPONIBLE
Please contact the City Clerk at (714) 754-5225 to request language interpreting services for City meetings. Notification at least 48 hours prior to the meeting will enable the City to make arrangements.

Closed Captioning is available via the Zoom option in English and Spanish.

Los subtítulos están disponibles a través de la opción Zoom en inglés y español.

Favor de comunicarse con la Secretaria Municipal al (714) 754-5225 para solicitar servicios de interpretación de idioma para las juntas de la Ciudad. Se pide notificación por lo mínimo 48 horas de anticipación, esto permite que la Ciudad haga los arreglos necesarios.

Members of the public can view the City Council meetings live on COSTA MESA TV (SPECTRUM CHANNEL 3 AND AT&T U-VERSE CHANNEL 99) or http://costamesa.granicus.com/player/camera/2?publish_id=10&redirect=true and online at [youtube.com/costamesatv](https://www.youtube.com/costamesatv).

Members of the public are welcome to speak during the meeting when the Mayor opens the floor for public comment. There is no need to register in advance or complete a comment card. When it's time to comment, line up at one of the two podiums in the room and wait for your turn. Each speaker will have up to 3 minutes (or as directed) to address the City Council.

To maintain a respectful and orderly atmosphere during the meeting, attendees shall refrain from using horns or amplified speakers. Signs and props may be brought into the Chamber, provided they do not exceed 11 inches by 18 inches in size and do not hinder the visibility of other attendees. The possession of poles, sticks, or stakes is strictly prohibited.

All attendees must remain seated while in the chamber until instructed by the Presiding Officer to approach and line up for public comment. To ensure safety and maintain order during the proceedings, standing or congregating in the aisles or foyer is strictly prohibited.

Further information regarding the City's regulations on addressing the City Council and expected conduct during meetings are available at the following links.

Title 2: Administration

§ 2-61: Conduct while addressing the council.

<https://ecode360.com/42609578>

Title 2: Administration

§ 2-64: Disorderliness by members of the audience.

<https://ecode360.com/42609598>

As a courtesy, the public may participate via the Zoom option.

Zoom Webinar:

Please click the link below to join the webinar:

<https://us06web.zoom.us/j/81714993456?pwd=5Cu4Y067pJ86HZtIUyXbs2ORYah6tu.1>

Or sign into Zoom.com and "Join a Meeting"

Enter Webinar ID: 817 1499 3456/ Password: 637346

- If Zoom is not already installed on your computer, click "Download & Run Zoom" on the launch page and press "Run" when prompted by your browser. If Zoom has previously been installed on your computer, please allow a few moments for the application to launch automatically.
- Select "Join Audio via Computer."
- The virtual conference room will open. If you receive a message reading, "Please wait for the host to start this meeting," simply remain in the room until the meeting begins.
- During the Public Comment Period, use the "raise hand" feature located in the participants' window and wait for city staff to announce your name and unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Participate via telephone:

Call: 1 669 900 6833 Enter Webinar ID: 817 1499 3456/ Password: 637346

During the Public Comment Period, press *9 to add yourself to the queue and wait for city staff to announce your name/phone number and press *6 to unmute your line when it is your turn to speak. Comments are limited to 3 minutes, or as otherwise directed.

Note, if you have installed a zoom update, please restart your computer before participating in the meeting.

Additionally, members of the public who wish to make a written comment on a specific agenda item, may submit a written comment via email to the City Clerk at cityclerk@costamesaca.gov.

Any written communications, photos, or other materials for copying and distribution to the City Council that are 10 pages or less, can be e-mailed to cityclerk@costamesaca.gov, submitted to the City Clerk's Office on a flash drive, or mailed to the City Clerk's Office. Kindly submit materials to the City Clerk AS EARLY AS POSSIBLE, BUT NO LATER THAN 12:00 p.m. on the day of the meeting.

Comments received by 12:00 p.m. on the day of the meeting will be provided to the City Council, made available to the public, and will be part of the meeting record.

Please know that it is important for the City to allow public participation at this meeting. If you are unable to participate in the meeting via the processes set forth above, please contact the City Clerk at (714) 754-5225 or cityclerk@costamesaca.gov and staff will attempt to accommodate you. While the City does not expect there to be any changes to the above process for participating in this meeting, if there is a change, the City will post the information as soon as possible to the City's website.

Note that records submitted by the public will not be redacted in any way and will be posted online as submitted, including any personal contact information. All pictures, PowerPoints, and videos submitted for display at a public meeting must be previously reviewed by staff to verify appropriateness for general audiences. This includes items submitted for the overhead screen during the meeting. Items submitted for the overhead screen should be 1 page and provided to the City Clerk prior to the start of the meeting. No links to YouTube videos or other streaming services will be accepted, a direct video file will need to be emailed to staff prior to each meeting in order to minimize complications and to play the video without delay. The video must be one of the following formats, .mp4, .mov or .wmv. Only one file may be included per speaker for public comments, for both videos and pictures. Please e-mail to the City Clerk at cityclerk@costamesaca.gov NO LATER THAN 12:00 Noon on the date of the meeting. If you do not receive confirmation from the city prior to the meeting, please call the City Clerks office at 714-754-5225.

Note regarding agenda-related documents provided to a majority of the City Council after distribution of the City Council agenda packet (GC §54957.5): Any related documents provided to a majority of the City Council after distribution of the City Council Agenda Packets will be made available for public inspection. Such documents will be posted on the city's website and will be available at the City Clerk's office, 77 Fair Drive, Costa Mesa, CA 92626.

All cell phones and other electronic devices are to be turned off or set to vibrate. Members of the audience are requested to step outside the Council Chambers to conduct a phone conversation.

Free Wi-Fi is available in the Council Chambers during the meetings. The network username available is: CM_Council. The password is: cmcouncil1953.

As a LEED Gold Certified City, Costa Mesa is fully committed to environmental sustainability. A minimum number of hard copies of the agenda will be available in the Council Chambers. For your convenience, a binder of the entire agenda packet will be at the table in the foyer of the Council Chambers for viewing. Agendas and reports can be viewed on the City website at <https://costamesa.legistar.com/Calendar.aspx>. Las agendas y los informes se pueden ver en español en el sitio web de la Ciudad en <https://www.costamesaca.gov/trending/current-agendas/spanish-city-council-agendas>.

In compliance with the Americans with Disabilities Act, Assistive Listening headphones are available and can be checked out from the City Clerk. If you need special assistance to participate in this meeting, please contact the City Clerk at (714) 754-5225. Notification at least 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting. [28 CFR 35.102.35.104 ADA Title II].

En conformidad con la Ley de Estadounidenses con Discapacidades (ADA), aparatos de asistencia están disponibles y podrán ser prestados notificando a la Secretaria Municipal. Si necesita asistencia especial para participar en esta junta, comuníquese con la oficina de la Secretaria Municipal al (714) 754-5225. Se pide dar notificación a la Ciudad por lo mínimo 48 horas de anticipación para garantizar accesibilidad razonable a la junta. [28 CFR 35.102.35.104 ADA Title II].

REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY

FEBRUARY 17, 2026 – 6:00 P.M.

JOHN STEPHENS
Mayor

MANUEL CHAVEZ
Mayor Pro Tem - District 4

ANDREA MARR
Council Member - District 3

ARLIS REYNOLDS
Council Member - District 5

LOREN GAMEROS
Council Member - District 2

JEFF PETTIS
Council Member - District 6

MIKE BULEY
Council Member - District 1

KIMBERLY HALL BARLOW
City Attorney

CECILIA GALLARDO-DALY
City Manager

CALL TO ORDER

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE

MOMENT OF SOLEMN EXPRESSION

[Per Council Policy 000-12, these presentations are made by community volunteers stating their own views. The City Council disclaims any intent to endorse or sponsor the views of any speaker.]

ROLL CALL

CITY ATTORNEY CLOSED SESSION REPORT

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Comments on Presentations and Consent Calendar items may also be heard at this time. Comments are limited to 3 minutes, or as otherwise directed.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Each council member is limited to 3 minutes. Additional comments will be heard at the end of the meeting.

1. Council Member Reynolds
2. Council Member Pettis
3. Council Member Buley
4. Council Member Gameros
5. Council Member Marr
6. Mayor Pro Tem Chavez
7. Mayor Stephens

REPORT – CITY MANAGER

REPORT – CITY ATTORNEY

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be acted upon in one motion. There will be no separate discussion of these items unless members of the City Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for discussion.

1. [PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL 26-130 ORDINANCES AND RESOLUTIONS](#)

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.

2. [READING FOLDER](#) [26-139](#)

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Alissa Aguayo, Fouad Malley, Debra Von Trapp.

3. [ADOPTION OF WARRANT RESOLUTION](#) [25-625](#)

RECOMMENDATION:

City Council approve Warrant Resolution No. 2748.

- Attachments:** [1. Summary Check Registration 1-21-2026](#)
[2. Summary Check Registration 1-29-2026](#)
[3. Summary Check Registration 2-5-2026](#)

4. [MINUTES](#) [26-145](#)

RECOMMENDATION:

City Council approve the minutes of the regular meeting of February 3, 2026.

- Attachments:** [1. 02-03-2026 Draft Minutes](#)

5. [AUTHORIZE PURCHASE ORDER WITH BOUND TREE MEDICAL, 26-121
LLC FOR THE PURCHASE OF SMALL DOLLAR EMERGENCY
MEDICAL SUPPLIES THAT CUMULATIVELY EXCEED \\$100,000
THROUGH THE EXTENDED TERM OF THE COOPERATIVE
AGREEMENT](#)

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a purchase order with Bound Tree Medical within the Fire & Rescue Department's FY 2025-26 operating budget for various small dollar commodity purchases, which collectively exceed \$100,000, under the new cooperative agreement, Charles County, Maryland Medical Supplies Contract 22-42.

- Attachments:** [1. Charles County Contract and Adoption Agreement](#)

AT THIS TIME COUNCIL WILL ADDRESS ANY ITEMS PULLED FROM THE CONSENT CALENDAR

-----END OF CONSENT CALENDAR-----

PUBLIC HEARINGS: NONE.

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

OLD BUSINESS:

1. [**ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF 26-134 COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS**](#)

RECOMMENDATION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations, and direct staff to return to City Council with a report on implementation and outcomes in one year.

Attachments: [1. Redline Costa Mesa Draft Ordinance on Staffing of Self Checkout Stations amended on 2-3-26](#)
[2. No redline Costa Mesa Draft Ordinance on Staffing of Self Checkout Stations amended on 2-3-26](#)

NEW BUSINESS:

1. [**APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH 26-120 BRACKEN'S KITCHEN FOR KITCHEN OPERATIONS AT THE BRIDGE SHELTER**](#)

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) with Bracken's Kitchen for Kitchen Operations at the Costa Mesa Bridge Shelter in an amount not to exceed \$492,750 annually for a term of five (5) years from April 19, 2025 to April 18, 2030.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future amendments to the agreement.

Attachments: [1. PSA Brackens Kitchen](#)

2. [**CITY OF COSTA MESA'S URBAN CANOPY AND LAND 26-149 ASSESSMENT**](#)

RECOMMENDATION:

Staff recommends the City Council review and provide feedback on the City of Costa Mesa's Urban Canopy and Land Assessment.

Attachments: [1. Costa Mesa Canopy Assessment](#)

3. [TRAINING REQUIREMENTS FOR ELECTED AND APPOINTED 26-151 OFFICIALS](#)

RECOMMENDATION:

Receive and File a report on updated Training Requirements for Elected and Appointed Officials.

Attachments: [1. Senate Bill No. 827 - 2025](#)
[2. Senate Bill No. 1343 - 2017](#)

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

ADJOURNMENT



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-130

Meeting Date: 2/17/2026

TITLE:

PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

RECOMMENDATION:

City Council and Housing Authority approve the reading by title only and waive further reading of Ordinances and Resolutions.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-139

Meeting Date: 2/17/2026

TITLE:

READING FOLDER

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council receive and file Claims received by the City Clerk and authorize staff to reject any and all Claims: Alissa Aguayo, Fouad Malley, Debra Von Trapp.



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 25-625

Meeting Date: 2/17/2026

TITLE:

ADOPTION OF WARRANT RESOLUTION

DEPARTMENT: FINANCE DEPARTMENT

PRESENTED BY: CAROL MOLINA, FINANCE DIRECTOR

CONTACT INFORMATION: CAROL MOLINA, FINANCE DIRECTOR AT (714) 754-5243

RECOMMENDATION:

City Council approve Warrant Resolution No. 2748.

BACKGROUND:

In accordance with Section 37202 of the California Government Code, the Director of Finance or their designated representative hereby certify to the accuracy of the following demands and to the availability of funds for payment thereof.

FISCAL REVIEW:

Funding Payroll Register No. 26-02 "A" Off Cycle for -\$12,880.73 and 26-03 On Cycle for \$4,075,537.65, and City operating expenses for \$3,903,203.31.

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021248	01/22/26	P	Aaron Davis <i>Line Description:</i> Internship in DPEM	0000020908	427.13
021249	01/22/26	P	Aaron Thompson <i>Line Description:</i> 2025-26 ICC Mbrshp Parking Exp-CALBO Trng	0000029758	120.00
021250	01/22/26	P	Anthony Vitello <i>Line Description:</i> Company Officer 2E	0000021279	463.50
021251	01/22/26	P	Ayesha Khalid <i>Line Description:</i> GFOA Application Fee	0000031159	920.00
021252	01/22/26	P	Brenda Green <i>Line Description:</i> New Law Election Conf	0000021417	339.82
021253	01/22/26	P	Bunnath Phot <i>Line Description:</i> Crash Data Retrieval Tech	0000026146	171.00
021254	01/22/26	P	Carrie Tai <i>Line Description:</i> OCMA Mtng Parking Exp	0000031276	20.00
021255	01/22/26	P	Courtnei Dearden <i>Line Description:</i> Tuition Reimb 8/25-12/13/25	0000031364	334.90
021256	01/22/26	P	Dylan Unger <i>Line Description:</i> Trench Rescue Technician Fire Instructor 1	0000029757	1,313.50
					827,796.90
					200,520.95
					\$ 1,028,317.85

City of Costa Mesa Accounts Payable
SUMMARY CHECK REGISTER

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021257	01/22/26	P	Jenette Martinez <i>Line Description: Snoopy House Santa Supplies</i>	0000029968	932.40
021258	01/22/26	P	Kyle Brosamer <i>Line Description: Fire Instructor 1</i>	0000026927	463.50
021259	01/22/26	P	Travis Johnson <i>Line Description: Tuition Reimb</i>	0000021574	807.20
021260	01/22/26	P	US Bank <i>Line Description: Full Statement Dec 2025</i>	0000002228	193,959.00
021261	01/22/26	P	Yesenia Gallardo <i>Line Description: Pryor Learning Mbrshp</i>	0000029623	249.00
TOTAL					\$200,520.95

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257259	01/23/26	P	BrightLife Designs LLC <i>Line Description:</i> 2025 Holiday Light Svc	0000029463	53,845.00
0257260	01/23/26	P	Denovo Ventures, LLC <i>Line Description:</i> ERP Phase I Implement	0000011506	103,320.00
0257261	01/23/26	P	Dudek <i>Line Description:</i> Housing Element Rezoning Svc	0000011416	54,285.88
0257262	01/23/26	P	Hinderliter De Llamas & Associates <i>Line Description:</i> Sales Tax Contract Oct-Dec25 Sales Tax Audit Svc	0000002537	104,933.33
0257263	01/23/26	P	Kimley Horn & Associates Inc <i>Line Description:</i> Safety Route Plan 12/31/25	0000005251	34,713.69
0257264	01/23/26	P	Onyx Paving Company Inc <i>Line Description:</i> Retention Prj#24-03/#400015 Pkwy Maint Proj #24-03	0000031101	263,453.08
0257265	01/23/26	P	STV Construction Inc <i>Line Description:</i> Fire Sta4 Training Tower Site Fire Sta4 Training Tower Site Fire Sta4 Training Tower Site	0000024848	66,937.71
0257266	01/23/26	P	Siemens Industry Inc <i>Line Description:</i> Security Systems 10/15-1/14/26	0000002904	26,496.00
0257267	01/23/26	P	West Coast Arborists Inc <i>Line Description:</i> Parkway Median Tree Maint Srvs	0000004498	19,187.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Tree Maint Svcs Dec 16-31/25		
0257268	01/23/26	P	AFH Casa Paloma LP	0000031565	266.00
			<i>Line Description:</i> Rental Assistance-A Christina		
0257269	01/23/26	P	AFH NCRC Beach Blvd LP	0000031697	558.00
			<i>Line Description:</i> Rental Assistance-D Fisher Rental Assistance-D Fisher		
0257270	01/23/26	P	AT & T	0000001107	3,603.90
			<i>Line Description:</i> IT Computer Room DRC Alarm Cool Line for PD TeWinkle Park PD Emergency Line DID Trunk Line Outgoing Trunk Line Estancia Park Wakeham Park Smallwood Park 800 Mhz Radio Link		
0257271	01/23/26	P	AT & T Mobility	0000001107	109.81
			<i>Line Description:</i> Dispatch Cells 11/12-12/11/25		
0257272	01/23/26	P	Abound Food-Care	0000029712	7,389.66
			<i>Line Description:</i> EFR Svc-Nov 2025 ERF Svc-Dec 2025		
0257273	01/23/26	P	American Alarm Systems Inc	0000008900	810.00
			<i>Line Description:</i> Fire/Securty Alarm Jul-Sep 25		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257274	01/23/26	P	Barco Products LLC	0000001193	1,915.90
			<i>Line Description:</i> Signal Rubber Speed Bumps		
0257275	01/23/26	P	Change Of Behavior LLC	0000031699	1,500.00
			<i>Line Description:</i> Adv Sniper Course Trng		
0257276	01/23/26	P	Climate Craft	0000031691	6,115.00
			<i>Line Description:</i> Rehab Grant-1750 Whittier #32		
0257277	01/23/26	P	Community Catalyst	0000030590	9,400.00
			<i>Line Description:</i> CAAP Planning Mgnt		
0257278	01/23/26	P	Decker Equipment/School Fix	0000028876	582.31
			<i>Line Description:</i> Combination Lock -Property		
0257279	01/23/26	P	Entenmann Rovin Company	0000002130	306.00
			<i>Line Description:</i> Name Bars		
0257280	01/23/26	P	Fire Information Support Services Inc	0000006757	1,200.00
			<i>Line Description:</i> Professional Svs Nov-Dec 25		
0257281	01/23/26	P	Galls LLC	0000002297	3,955.87
			<i>Line Description:</i> Uniform-Christianson		
			Uniform-Tu		
			Uniform-Garrett		
			Uniform-Gutierrez		
			Uniform-Diaz		
			Uniform-Rpbertson		
			Uniform-Hernandez		
			Safety Vest-Wilson		
			Uniform-Mauser		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Uniform-Ott Uniform-Bissell		
0257282	01/23/26	P	Gerard Signs & Graphics Inc	0000011061	1,541.03
			<i>Line Description:</i> Aluminum Lettering Installatio		
0257283	01/23/26	P	Joe Mar Polygraph	0000030910	500.00
			<i>Line Description:</i> Pre-employment Polygraphs		
0257284	01/23/26	P	Knorr Systems Inc	0000005036	497.81
			<i>Line Description:</i> DRC Pool Chemical Refill		
0257285	01/23/26	P	Langlois Fancy Frozen Foods	0000030651	263.84
			<i>Line Description:</i> Jail Food Services Dec 25		
0257286	01/23/26	P	Lehr Auto	0000014732	9,333.09
			<i>Line Description:</i> Vehicle Upfit - 2025 F150 for		
0257287	01/23/26	P	Liebert Cassidy Whitmore	0000002960	4,925.00
			<i>Line Description:</i> LEGAL SERVICES - HR Overpayment Adj #312167		
0257288	01/23/26	P	Mesa Smog	0000020735	250.00
			<i>Line Description:</i> 508 Smog 704 Smog 057-Smog 533-Smog 054-Smog		
0257289	01/23/26	P	MetLife Legal Plans Inc	0000014707	5,772.00
			<i>Line Description:</i> MetLife Legal Premium Jan 26		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257290	01/23/26	P	O Neil Storage <i>Line Description:</i> Offsite Records Storage	0000018395	137.63
0257291	01/23/26	P	Occu Med <i>Line Description:</i> Pre-Employment Medical	0000003388	1,458.10
0257292	01/23/26	P	Pacific Medical Waste <i>Line Description:</i> Biohazard Disposal Dec 25	0000029793	194.89
0257293	01/23/26	P	Prestige Paving Company Inc. <i>Line Description:</i> Retention Proj 25-09/210016 PD Park Lot Proj 25-09/210016	0000031571	4,289.25
0257294	01/23/26	P	Primo Brands <i>Line Description:</i> WATER DELIVERY SERVICE	0000031368	321.05
0257295	01/23/26	P	Sea Wind Properties LLC <i>Line Description:</i> Rental Assistance-D Brown	0000031641	500.00
0257296	01/23/26	P	Signature Glass Tinting Inc <i>Line Description:</i> Window Tinting Svc-F150	0000031085	350.00
0257297	01/23/26	P	So Cal Sandbags Inc <i>Line Description:</i> Playground Sand Screened Dirt	0000024349	3,905.38
0257298	01/23/26	P	Southern California Edison Company <i>Line Description:</i> Shalimar Park 12/9-1/8/26 1587 Sunflower 12/9-1/8/26	0000004088	583.71

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> 2612 Harbor 12/16-1/14/26 2944 Bristol 12/16-1/14/26 1350 S Coast 12/9-1/8/26 199 Broadway 12/16-1/14/26 401 Broadway 12/16-1/14/26 Prez Park 12/12-1/12/26 410 Merrimac B 12/11-1/11/26 401 Merrimac A 12/11-1/11/26 360 Ogle 12/11-1/11/26 1256 Adams 12/11-1/11/26		
0257299	01/23/26	P	Southern California Gas Company	0000004092	900.73
			<i>Line Description:</i> 3175 Airway 12/11-1/12/26		
0257300	01/23/26	P	State of California Dept of Justice	0000001534	98.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0257301	01/23/26	P	Stephanie Cox	0000031700	300.00
			<i>Line Description:</i> STC Trng Reg		
0257302	01/23/26	P	Steve Chauncey	0000017670	600.00
			<i>Line Description:</i> POST Training-Durbin&Hagan		
0257303	01/23/26	P	The Home Depot	0000002560	7,525.12
			<i>Line Description:</i> Tools Street Maint Equip Maint Warehouse Tools Response/Control Health Item Street Maint General Supplies Bldg Maint Hardware Supplies Bldg Maint Hardware Supplies Park Maint Tools Equip Maint Tools Bldg Maint Promo Items		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Maint Equipment Street Maint Maint Equipment Signs/Markings General Supplies Storm Drain M General Supplies Graffiti Abat Auto Parts/Supplies Equip Main General Supplies Street Maint Plumbing Supplies Bldg Maint		
0257304	01/23/26	P	US Bank	0000002228	5,871.28
			<i>Line Description:</i> Payroll 26-01		
0257305	01/23/26	P	UniFirst Holdings Inc	0000030616	77.94
			<i>Line Description:</i> CMBS Walk Off Mats		
0257306	01/23/26	P	Vortex Industries Inc	0000004437	860.00
			<i>Line Description:</i> FS 3 Service Call		
0257307	01/23/26	P	Washington Santa Ana Housing Partners LP	0000031652	356.00
			<i>Line Description:</i> Rental Assistance-R Miller		
0257308	01/23/26	P	Wex Bank	0000014258	1,342.96
			<i>Line Description:</i> Fuel 12/7/25-1/6/26		
0257309	01/23/26	P	Yunex LLC	0000029573	5,430.25
			<i>Line Description:</i> Harbor & Fair Signal Knockdown		
0257310	01/23/26	P	Z&K Consultants, Inc	0000029416	4,727.70
			<i>Line Description:</i> On-Call PW Engineering Staff		
TOTAL					\$827,796.90

Bank: DDP1
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021262	01/30/26	P	Aaron Thomas	0000005479	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021263	01/30/26	P	Albert Spencer	0000004120	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021264	01/30/26	P	Allan L Roeder	0000003720	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021265	01/30/26	P	Allen D Huggins	0000002589	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021266	01/30/26	P	Andres Sepulveda	0000003988	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021267	01/30/26	P	Andrew Chalkley	0000025404	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021268	01/30/26	P	Ann Shultz	0000006607	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021269	01/30/26	P	Anna Dolewski	0000010944	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021270	01/30/26	P	Anna Rodriguez	0000026586	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021271	01/30/26	P	Arthur V Beames Jr	0000017738	120.65
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
					57,618.02
					1,418,111.88
					1,843.52
					235,755.63
					19,668.65
					227,665.39
					\$ 1,960,663.09

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021272	01/30/26	P	Baltazar Mejia	0000023439	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021273	01/30/26	P	Betty Garcia	0000024432	451.84
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021274	01/30/26	P	Bobby Y Masuzumi	0000003081	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021275	01/30/26	P	Brad Edwards	0000022130	754.77
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021276	01/30/26	P	Brent McKinley	0000007051	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021277	01/30/26	P	Brian W Roberts	0000006274	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021278	01/30/26	P	Bruce Hartley	0000011119	543.24
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021279	01/30/26	P	Bruce McGregor	0000011206	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021280	01/30/26	P	Bruce R Ballinger	0000001167	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021281	01/30/26	P	Bruce Radomski	0000003742	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021282	01/30/26	P	Bruce W Covey	0000013041	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021283	01/30/26	P	Bryan Glass	0000002342	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021284	01/30/26	P	Cameron Phillips	0000005875	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021285	01/30/26	P	Carl McConnell	0000013933	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021286	01/30/26	P	Charles A Bassett	0000011742	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021287	01/30/26	P	Charles F Carr	0000006236	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021288	01/30/26	P	Charles J Oliver Jr	0000009684	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021289	01/30/26	P	Charlotte Bluell	0000008644	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021290	01/30/26	P	Cherie M Pitington	0000003641	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021291	01/30/26	P	Cheryl R Helwig <i>Line Description: Qtrly Retiree Medical Payments</i>	0000006915	613.95
021292	01/30/26	P	Chris Goldsworthy <i>Line Description: Qtrly Retiree Medical Payments</i>	0000029067	488.37
021293	01/30/26	P	Christina Powell OBrien <i>Line Description: Qtrly Retiree Medical Payments</i>	0000016961	564.00
021294	01/30/26	P	Christopher B Bates <i>Line Description: Qtrly Retiree Medical Payments</i>	0000001213	1,014.00
021295	01/30/26	P	Christopher G Walk <i>Line Description: Qtrly Retiree Medical Payments</i>	0000004450	1,071.00
021296	01/30/26	P	Christopher J Boyd <i>Line Description: Qtrly Retiree Medical Payments</i>	0000001363	1,014.00
021297	01/30/26	P	Christopher K Brimhall <i>Line Description: Qtrly Retiree Medical Payments</i>	0000001402	1,014.00
021298	01/30/26	P	Christopher Kudelka <i>Line Description: Qtrly Retiree Medical Payments</i>	0000005822	1,014.00
021299	01/30/26	P	Clay G Epperson <i>Line Description: Qtrly Retiree Medical Payments</i>	0000002141	584.49

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021300	01/30/26	P	Clint Dieball	0000004717	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021301	01/30/26	P	Corrie Viera	0000019128	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021302	01/30/26	P	Curt D Yoder	0000004601	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021303	01/30/26	P	D Dennis Johnson	0000011317	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021304	01/30/26	P	Dale H Ashley	0000010564	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021305	01/30/26	P	Dale R Birney	0000001277	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021306	01/30/26	P	Dana Potts	0000008186	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021307	01/30/26	P	Dane Bora	0000001344	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021308	01/30/26	P	Danny Hogue	0000006802	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021309	01/30/26	P	Darlene Bell	0000005602	264.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021310	01/30/26	P	Darrel Raney	0000005800	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021311	01/30/26	P	David A Dye	0000002065	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021312	01/30/26	P	David C Goerke	0000009386	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021313	01/30/26	P	David Hollister	0000021620	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021314	01/30/26	P	David K Makiyama	0000003041	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021315	01/30/26	P	David Maurer	0000007564	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021316	01/30/26	P	David S Andersen	0000001040	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021317	01/30/26	P	David Sorge	0000004068	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021318	01/30/26	P	David Tait	0000022487	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021319	01/30/26	P	Dawna Myers	0000003273	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021320	01/30/26	P	Deborah Zimmerman	0000023438	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021321	01/30/26	P	Debra Yasui	0000007276	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021322	01/30/26	P	Dee Dee H Nelson	0000006575	313.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021323	01/30/26	P	Dennis B Sanders	0000003910	343.63
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021324	01/30/26	P	Diane Butler	0000008078	489.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021325	01/30/26	P	Diane M Jarrett	0000007645	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021326	01/30/26	P	Don Holford	0000006025	370.39
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021327	01/30/26	P	Donald B Brown	0000004900	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021328	01/30/26	P	Doneen J Westenhaver	0000009746	717.18
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021329	01/30/26	P	Donna J Theriault	0000005411	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021330	01/30/26	P	Doug Johnson	0000005743	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021331	01/30/26	P	Doug Lovell	0000018477	692.04
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021332	01/30/26	P	Doug Prochnow	0000012127	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021333	01/30/26	P	Douglas Wilson	0000006759	539.16
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021334	01/30/26	P	Edward Petros	0000003615	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021335	01/30/26	P	Ellen M Fenwick	0000023268	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021336	01/30/26	P	Eric Johnson	0000002765	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021337	01/30/26	P	Ernesto A Munoz	0000003261	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021338	01/30/26	P	Frank Barraza	0000026939	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021339	01/30/26	P	Frank Fantino	0000005635	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021340	01/30/26	P	Fred McDowell	0000009142	1,184.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021341	01/30/26	P	Frederick T Seguin	0000003981	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021342	01/30/26	P	Gaetano Russo	0000019793	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021343	01/30/26	P	Gary Mc Erlain	0000017407	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021344	01/30/26	P	Gary Wong	0000012009	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021345	01/30/26	P	Gene Barbee	0000001188	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021346	01/30/26	P	Georgia A Ethier	0000002154	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021347	01/30/26	P	Gerald S Vasquez	0000006833	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021348	01/30/26	P	Gerald W Stucky	0000004172	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021349	01/30/26	P	Gerard J Stukkie	0000004174	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021350	01/30/26	P	Gina Clark	0000021699	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021351	01/30/26	P	Gregg A Steward	0000004159	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021352	01/30/26	P	Gregory Beutz	0000001261	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021353	01/30/26	P	Gregory Knackert	0000017588	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021354	01/30/26	P	Gregory LaFave	0000014549	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021355	01/30/26	P	Gregory P Scott	0000003963	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021356	01/30/26	P	H Michael Griffin	0000006936	380.32
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021357	01/30/26	P	Harlan Pauley	0000003569	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021358	01/30/26	P	Helen Nenadal	0000022319	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021359	01/30/26	P	Helene Rosenbaum	0000003861	264.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021360	01/30/26	P	Herbert C Ohde Jr	0000003399	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021361	01/30/26	P	Holly L Carver	0000001597	792.93
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021362	01/30/26	P	Jack D Schuitt	0000003952	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021363	01/30/26	P	Jack Koch	0000002859	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021364	01/30/26	P	Jack L Archer	0000001062	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021365	01/30/26	P	Jaime Serrato	0000005953	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021366	01/30/26	P	James C Wysong	0000004594	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021367	01/30/26	P	James D Watson	0000004476	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021368	01/30/26	P	James E Higgins Jr	0000007687	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021369	01/30/26	P	James M Ellis	0000002107	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021370	01/30/26	P	James M Gottenbos	0000002385	413.04
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021371	01/30/26	P	James Morrison	0000010566	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021372	01/30/26	P	James N Dibble	0000005626	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021373	01/30/26	P	James Parnell	0000003558	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021374	01/30/26	P	James R Wilke Jr	0000004555	489.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021375	01/30/26	P	James T Warnack	0000004465	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021376	01/30/26	P	Jana L Cacho	0000010556	564.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021377	01/30/26	P	Jane Duenweg	0000021556	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021378	01/30/26	P	Jeanette Chervony	0000018986	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021379	01/30/26	P	Jeanette Zangger	0000006655	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021380	01/30/26	P	Jeff B Janzen	0000002735	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021381	01/30/26	P	Jeffery E Skee	0000005410	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021382	01/30/26	P	Jeffrey Horn	0000009003	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021383	01/30/26	P	Jeffrey J McCann	0000003101	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021384	01/30/26	P	Jeffrey T Peters	0000003608	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021385	01/30/26	P	Jerauld D Holloway	0000002556	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021386	01/30/26	P	Jerry Souza	0000004109	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021387	01/30/26	P	John Bull	0000003233	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021388	01/30/26	P	John F Downey	0000009004	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021389	01/30/26	P	John L Skinner	0000004038	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021390	01/30/26	P	John S Michalec	0000019250	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021391	01/30/26	P	Jon B Whitcomb	0000005651	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021392	01/30/26	P	Jon Doezie	0000009385	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021393	01/30/26	P	Jose Tovar	0000004283	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021394	01/30/26	P	Juan Santos	0000013436	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021395	01/30/26	P	Judith G Covey	0000009690	676.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021396	01/30/26	P	Judy Vickers	0000007219	488.37
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021397	01/30/26	P	Karen L Adams	0000000899	414.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021398	01/30/26	P	Karen S Goettsch	0000013935	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021399	01/30/26	P	Kathleen Ulrich	0000025407	564.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021400	01/30/26	P	Kayoko Hayman	0000005785	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021401	01/30/26	P	Keith Davis	0000008187	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021402	01/30/26	P	Kelly Vucinic	0000010967	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021403	01/30/26	P	Kevin Condon	0000007561	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021404	01/30/26	P	Kevin Diamond	0000001989	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021405	01/30/26	P	Kevin T Meng	0000003133	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021406	01/30/26	P	Kurt Lystne	0000008712	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021407	01/30/26	P	Lance Nakamoto	0000003280	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021408	01/30/26	P	Larry Bell	0000007802	363.75
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021409	01/30/26	P	Larry Dreiman	0000018972	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021410	01/30/26	P	Laura Ginther	0000023134	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021411	01/30/26	P	Lawrence N Hennen	0000002506	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021412	01/30/26	P	Lawrence P Torres	0000004278	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021413	01/30/26	P	Leonard Goodsir	0000002378	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021414	01/30/26	P	Lily Martinez	0000003071	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021415	01/30/26	P	Linda A Matthews	0000003089	451.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021416	01/30/26	P	Linda F Divino	0000009007	488.61
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021417	01/30/26	P	Loren P Wyrick	0000004593	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021418	01/30/26	P	Lucille Castillo	0000021408	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021419	01/30/26	P	Madeline A Miller	0000003179	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021420	01/30/26	P	Maher Nawar	0000004714	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021421	01/30/26	P	Mamo D Arruda	0000001081	414.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021422	01/30/26	P	Marc Yuhasz	0000004609	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021423	01/30/26	P	Marguerite De La Torre	0000004997	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021424	01/30/26	P	Marie Thompson	000000038	380.32
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021425	01/30/26	P	Marilyn Golden	0000017028	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021426	01/30/26	P	Marilyn Guimond	0000015161	572.79
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021427	01/30/26	P	Marilyn K Sutton	0000004201	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021428	01/30/26	P	Martin P Carver	0000001598	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021429	01/30/26	P	Marty Huguenin	0000002591	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021430	01/30/26	P	Mary R Delaney	0000015807	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021431	01/30/26	P	Matthew J Collett	0000001720	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021432	01/30/26	P	Mel Lee	0000010320	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021433	01/30/26	P	Meloni Smith McMinimy	0000006847	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021434	01/30/26	P	Michael A Cacho	0000001471	564.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021435	01/30/26	P	Michael A Cohen	0000006586	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021436	01/30/26	P	Michael A Guevara	0000005099	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021437	01/30/26	P	Michael D Manson	0000005311	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021438	01/30/26	P	Michael R Balsis	0000009424	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021439	01/30/26	P	Michael S Fantozzi	0000004715	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021440	01/30/26	P	Michael S Hastert	0000006107	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021441	01/30/26	P	Michael T Dyer	0000002067	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021442	01/30/26	P	Mitchell B Johnson	0000002770	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021443	01/30/26	P	Monique Beckner	0000008066	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021444	01/30/26	P	Morris House	0000002578	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021445	01/30/26	P	Muriel Ullman	0000001244	463.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021446	01/30/26	P	Nancy M Croft	0000016184	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021447	01/30/26	P	Norman K Schurb	0000003957	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021448	01/30/26	P	Olivia Ramirez	0000003750	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021449	01/30/26	P	Patricia J Steele	0000014443	613.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021450	01/30/26	P	Patrick Wessel	0000009042	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021451	01/30/26	P	Patty R Brown	0000001423	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021452	01/30/26	P	Paul Beckman	0000005998	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021453	01/30/26	P	Paul Dondero	0000002023	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021454	01/30/26	P	Paul Moody	0000008766	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021455	01/30/26	P	Paul V Starn	0000010841	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021456	01/30/26	P	Perry L Valantine	0000004384	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021457	01/30/26	P	Peter Czenze	0000013313	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021458	01/30/26	P	Peter Naghavi	0000007860	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021459	01/30/26	P	Phil Dickens	0000005801	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021460	01/30/26	P	Philip Hartman	0000002474	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021461	01/30/26	P	Philip T Worsman	0000004585	901.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021462	01/30/26	P	Phillip R Schmuck	0000003947	596.90
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021463	01/30/26	P	Phyllis Schiel	0000023427	717.18
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021464	01/30/26	P	Randall J Croll	0000013426	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021465	01/30/26	P	Raul Perez	0000012128	765.40
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021466	01/30/26	P	Raymond T Pawloski	0000003572	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021467	01/30/26	P	Rene Carrera	0000029400	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021468	01/30/26	P	Renee K Farden	0000016962	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021469	01/30/26	P	Richard Allum	0000000987	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021470	01/30/26	P	Richard Boucher	0000014716	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

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Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021471	01/30/26	P	Richard J Johnson	0000005620	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021472	01/30/26	P	Richard Simons	0000022287	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021473	01/30/26	P	Robert Bork	0000001350	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021474	01/30/26	P	Robert J Durham	0000006151	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021475	01/30/26	P	Robert J Pesce	0000003604	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021476	01/30/26	P	Robert Pignone	0000003634	1,014.00
			<i>Line Description:</i>		
021477	01/30/26	P	Robert Sharpnack	0000004004	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021478	01/30/26	P	Robert Van Sickle	0000004394	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021479	01/30/26	P	Robert W Reynolds	0000003801	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021480	01/30/26	P	Robert W Stinman	0000018058	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021481	01/30/26	P	Robindale Shepherd	0000009851	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021482	01/30/26	P	Ronald Cloe	0000001693	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021483	01/30/26	P	Ronald J Chamberlin	0000014890	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021484	01/30/26	P	Ronald P Stone	0000004167	763.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021485	01/30/26	P	Ronald Penley	0000024437	543.24
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021486	01/30/26	P	Rosemary Dodson	0000012364	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021487	01/30/26	P	Rosemary Vidales	0000004418	397.15
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021488	01/30/26	P	Ross E McKelvey	0000009897	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021489	01/30/26	P	Russell C Parker	0000007435	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021490	01/30/26	P	Russell J Yankie	0000015036	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021491	01/30/26	P	Sandi Lishka	0000015808	763.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021492	01/30/26	P	Sandra B Benson	0000006459	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021493	01/30/26	P	Scott A May	0000003092	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021494	01/30/26	P	Shawn Brosamer	0000001416	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021495	01/30/26	P	Shawn Leffingwell	0000006331	964.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021496	01/30/26	P	Stephanie Moore	0000008356	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021497	01/30/26	P	Stephen G Calles	0000009071	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021498	01/30/26	P	Stephen R Tiedeman	0000004258	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021499	01/30/26	P	Stephen Ridgway	0000003815	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021500	01/30/26	P	Steven Feather	0000002187	813.48
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021501	01/30/26	P	Steven Labbitt	0000002887	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021502	01/30/26	P	Stewart C Godshall	0000002355	814.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021503	01/30/26	P	Sue Hupp	0000001879	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021504	01/30/26	P	Susan Baldwin	0000010199	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021505	01/30/26	P	Susan L Larimore	0000002911	514.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021506	01/30/26	P	Thanh P Bui	0000005710	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021507	01/30/26	P	Thomas C Wood	0000004757	613.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021508	01/30/26	P	Thomas J Lazar	0000002925	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021509	01/30/26	P	Thomas R Caldwell	0000012035	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021510	01/30/26	P	Timothy Schennum	0000003943	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021511	01/30/26	P	Timothy Starn	0000005549	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021512	01/30/26	P	Timothy Sweet	0000015387	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021513	01/30/26	P	Tom A Curtis	0000001898	543.24
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021514	01/30/26	P	Tom G Winter	0000005460	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021515	01/30/26	P	Trudy E Nuzum	0000003379	601.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021516	01/30/26	P	Vernon D Hupp	0000002604	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021517	01/30/26	P	Victor Hernandez	0000015946	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021518	01/30/26	P	Walter M Dill	0000007117	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021519	01/30/26	P	Walter S Silver Jr	0000004026	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021520	01/30/26	P	Wanda Ayers	0000011741	363.75
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021521	01/30/26	P	Wayne Martin	0000005885	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021522	01/30/26	P	Wayne Riedmann	0000006022	826.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021523	01/30/26	P	Wendell L Maberry	0000003031	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021524	01/30/26	P	Willa Bouwens Killeen	0000014940	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021525	01/30/26	P	William A Folsom	0000021819	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021526	01/30/26	P	William B Ellwood	0000006789	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021527	01/30/26	P	William F McLean	0000013455	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021528	01/30/26	P	William H Bechtel	0000001224	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021529	01/30/26	P	William H Kershaw	0000002821	1,330.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021530	01/30/26	P	William J Morris	0000003236	664.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021531	01/30/26	P	William L Adams	0000009869	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021532	01/30/26	P	William M Moss	0000003241	976.68
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021533	01/30/26	P	William P Redmond	0000003775	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021534	01/30/26	P	William Verderber	0000005625	909.79
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
021535	01/30/26	P	Zachary Hoferitza	0000002548	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
TOTAL					\$235,755.63

Bank: DDP1
Cycle: AEOM

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021536	01/30/26	P	Alan F Kent	0000006393	2,174.79
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021537	01/30/26	P	Beckee Cost	0000016309	946.08
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021538	01/30/26	P	Chris Morris	0000007439	2,500.00
			<i>Line Description:</i> Montly LTD Payment Feb 26		
021539	01/30/26	P	Danny Hogue	0000006802	1,137.03
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021540	01/30/26	P	Darlene Bell	0000005602	580.54
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021541	01/30/26	P	David A Dye	0000002065	260.90
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021542	01/30/26	P	Edward Dryzmala	0000006686	1,377.28
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021543	01/30/26	P	Gale Tuso	0000017460	233.08
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021544	01/30/26	P	Harlan Pauley	0000003569	232.12
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021545	01/30/26	P	James M Miller	0000007440	2,500.00
			<i>Line Description:</i> Monthly LTD Payment Feb 26		

Bank: DDP1
 Cycle: AEOM

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021546	01/30/26	P	Kathleen Zuorski	0000025225	504.52
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021547	01/30/26	P	Linda Boylan	0000023340	57.98
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021548	01/30/26	P	Matthew J Collett	0000001720	856.58
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021549	01/30/26	P	Paul A Cappuccilli	0000007705	1,214.50
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021550	01/30/26	P	Phil Dickens	0000005801	511.76
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021551	01/30/26	P	Richard J Johnson	0000005620	1,255.66
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021552	01/30/26	P	Thomas J Lazar	0000002925	1,703.25
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
021553	01/30/26	P	William H Bechtel	0000001224	1,622.58
			<i>Line Description:</i> 1% Supplemental Pay Feb 26		
TOTAL					\$19,668.65

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021554	01/30/26	P	Adam Fischbacher	0000031646	175.20
			<i>Line Description:</i> Standardized Field Sobriety		
021555	01/30/26	P	Anna Baca	0000025078	54.46
			<i>Line Description:</i> Business Mtng Supplies		
021556	01/30/26	P	Bruno Bomis	0000030750	38.72
			<i>Line Description:</i> Mileage Exp Reimb		
021557	01/30/26	P	CDW Government Inc	0000005402	761.58
			<i>Line Description:</i> Tele-recorder Adopter		
021558	01/30/26	P	Carol Molina	0000029532	72.88
			<i>Line Description:</i> FIPAC Working Lunch		
021559	01/30/26	P	Christian Apahidean	0000029090	24.00
			<i>Line Description:</i> Active Shooter Response		
021560	01/30/26	P	Costa Mesa Employees Association	0000006284	4,596.01
			<i>Line Description:</i> Payroll Deduction 26-03		
021561	01/30/26	P	Costa Mesa Executive Club	0000006286	340.00
			<i>Line Description:</i> Payroll Deduction 26-03		
021562	01/30/26	P	Costa Mesa Firefighters Association	0000001812	8,887.50
			<i>Line Description:</i> Payroll Deduction 26-03		
021563	01/30/26	P	Costa Mesa Police Association	0000001819	7,920.00
			<i>Line Description:</i> Payroll Deduction 26-03		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021564	01/30/26	P	Costa Mesa Police Management Assn <i>Line Description:</i> Payroll Deduction 26-03	000005082	315.00
021565	01/30/26	P	Curen Devlin <i>Line Description:</i> Drug Alcohol Reccognition	0000031516	24.00
021566	01/30/26	P	David Casarez <i>Line Description:</i> AI & Impact on Law Enf	0000004716	120.00
021567	01/30/26	P	Enterprise Rent A Car <i>Line Description:</i> Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental Under Cover Car Rental	0000002131	7,142.45
021568	01/30/26	P	Givraan Gutierrez <i>Line Description:</i> Adv Road Impaired Driving Enf	0000026156	16.00
021569	01/30/26	P	Jack R. Sweeney <i>Line Description:</i> 3190 E Airport-Feb 2026	0000030173	4,317.60
021570	01/30/26	P	James A Brown <i>Line Description:</i> Field Trng Prog SAC Course	0000024426	54.00
021571	01/30/26	P	Jason Santos <i>Line Description:</i> Field Trng Officer Update	0000026332	24.00

Bank: DDP1
Cycle: ADDEP1

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
021572	01/30/26	P	Jonathan Tripp	0000023628	40.00
			<i>Line Description:</i> Gang Investigation		
021573	01/30/26	P	Jones Mayer	0000014653	146,772.22
			<i>Line Description:</i> #138805-FDC #138814-May #138812-Leik #138815-Mood #138832-Hunt #138804-Becker #138806-Harvey #138816-OKeefe #138819-Oshiro #138822-Rivera #138825-Wilson #138829-Vargas #138831-Fierro #138828-Banegas #138810-Jahabin2 #138820-Percival #138821-Phillips #138823-Schaefer #138803-Alexander #138807-Hernandez #138808-Hernandez #138813-Litigation #138818-Ohio House #138824-Veramancini #138826-Zavala-Cruz #138796-1963 Wallace #138827-DAlessio 1983 138802-599 W Wilson St #138797-2014 Wallace Ave #138799-374 Woodland Ave #138811-Jamboree Housing #138794-1095 Sea Bluff Dr #138795-113 Clearbrook Ln		

Bank: DDP1
Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i>		
			#138798-2280 Newport Blvd		
			#138801-544 Bernard Appeal		
			#138809-Insight Psychology		
			#138830-RDK Group Holdings		
			#138800-440 Fair Dr/1179 NP		
			#138817-Ohio House Abatement		
			#138219-May		
			#138218-Leik		
			#138220-Mood		
			#138239-Hunt		
			#13822-Oshiro		
			#138205-Becker		
			#138215-Harvey		
			#138221-Nguyen		
			#138227-Rivera		
			#138231-Wilson		
			#138235-Vargas		
			#138237-Fierro		
			#138238-Warrem		
			#138213-Finance		
			#138234-Banegas		
			#138224-Percival		
			#138228-Salhpour		
			#138229-Schaefer		
			#138203-Alexander		
			#138214-Fire Dept		
			#138217-Jahanbin2		
			#138207-City Clerk		
			#138226-Public Svc		
			#138225-Police Dept		
			#138230-Veramancini		
			#138196-1963 Wallace		
			#138210-City Council		
			#138233-Joann/Canyon		
			#138197-2162 Maple St		
			#138206-City Attorney		
			#138232-1022 Bengonia		
			#138204-Animal Control		
			#138208-City Clerk PRR		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> #138202-599 W Wilson St #138211-Development Svc #138223-Park & Comm Svc #138199-374 Woodland Ave #138209-Code Enforcement #138212-Farrell Harrison #138192-1095 Sea Bluff Dr #138193-113 Clearbrook Ln #138195-1858 Newport Blvd #138198-2280 Newport Blvd #138240-1269 & 1273 Baker #138201-544 Bernard Appeal #138216-Insight Psychology #138236-RDK Group Holdings #138200-440 Fair Dr/1179 NP		
021574	01/30/26	P	Julianne Hernandez	0000027156	56.00
			<i>Line Description:</i> DUI Driving Under Influence Active Shooter Response		
021575	01/30/26	P	Lindsey Olson	0000027343	40.00
			<i>Line Description:</i> Complex Latent Pring Exam		
021576	01/30/26	P	Madison Bowman	0000030896	32.00
			<i>Line Description:</i> DUI Driving Under Influence		
021577	01/30/26	P	Matthew Gonzales	0000026766	24.00
			<i>Line Description:</i> Force Options Train theTrainer		
021578	01/30/26	P	Matthew Montoya	0000030815	24.00
			<i>Line Description:</i> Active Shooter Response		
021579	01/30/26	P	Monica Elisarraraz	0000029328	40.00

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Field Training Officer		
021580	01/30/26	P	Monte Peters	0000022201	24.00
			<i>Line Description:</i> Civil Liability		
021581	01/30/26	P	Nicholas Muck	0000031290	24.00
			<i>Line Description:</i> Force Options Train theTrainer		
021582	01/30/26	P	Nick Damato	0000031210	40.36
			<i>Line Description:</i> Standardised Field Sobriety		
021583	01/30/26	P	Oscar Nicolas	0000028658	40.00
			<i>Line Description:</i> Gang Investigation		
021584	01/30/26	P	Priceless Pet Rescue	0000026000	40,000.00
			<i>Line Description:</i> Shelter Adoption Svcs Jan 26		
021585	01/30/26	P	Ramon Hernandez	0000024528	185.72
			<i>Line Description:</i> ICS 300 Internal Affairs		
021586	01/30/26	P	Richard Lippincott	0000027736	5,279.33
			<i>Line Description:</i> Adv Disability Jan 2026		
021587	01/30/26	P	Rudy Rios	0000031207	40.36
			<i>Line Description:</i> Standardized Field Sobriety		
021588	01/30/26	P	Zachary Robertson	0000030914	120.00
			<i>Line Description:</i> DUI Driving Under Infulence		

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
		<i>Line Description:</i>	Adv Roadside Impaired Driving		
			Traffic Collision Investigation		
			Radar Operator		
					TOTAL \$227,665.39

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257311	01/30/26	P	Antonio Macias	0000021817	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257312	01/30/26	P	Barbara Tintle	0000016912	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257313	01/30/26	P	Bonnie Kubota	0000005792	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257314	01/30/26	P	Bradley Whiteaker	0000000341	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257315	01/30/26	P	Burton Santee	0000003920	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257316	01/30/26	P	Chano Camarillo	0000001558	491.78
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257317	01/30/26	P	Chris Holmes	0000002557	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257318	01/30/26	P	Chris Reed	0000003777	921.77
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257319	01/30/26	P	Dan Mudra	0000006272	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257320	01/30/26	P	David Alkema	0000000970	864.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257321	01/30/26	P	Deanna Reed	0000002777	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257322	01/30/26	P	Dennis Barton	0000001209	301.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257323	01/30/26	P	Diane J Moore	0000003221	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257324	01/30/26	P	Don Boynton	0000015805	440.32
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257325	01/30/26	P	Donna Fagot	0000013934	413.04
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257326	01/30/26	P	Eric Engle	0000002128	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257327	01/30/26	P	Fidel Gamboa	0000007696	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257328	01/30/26	P	Frank Rudisill	0000003871	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257329	01/30/26	P	Frederick Merrill	0000005365	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257330	01/30/26	P	Fredric Wagner	0000004444	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257331	01/30/26	P	Gary Golson	0000002370	522.34
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257332	01/30/26	P	Harold Arnold	0000001076	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257333	01/30/26	P	Harold Newbern	0000013391	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257334	01/30/26	P	Henry Santo	0000003921	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257335	01/30/26	P	James Boucher	0000021818	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257336	01/30/26	P	James Solliday	0000015717	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257337	01/30/26	P	John E Fitzpatrick	0000002234	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257338	01/30/26	P	John Pherrin	0000006031	789.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257339	01/30/26	P	Karin Robinson	0000008079	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257340	01/30/26	P	Karl J Verhoef	0000004410	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257341	01/30/26	P	Keith M Jones	0000002776	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257342	01/30/26	P	Kenneth Soltis	0000007968	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257343	01/30/26	P	Kevin Gleason	0000006350	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257344	01/30/26	P	Klaus Straschil	0000004169	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257345	01/30/26	P	Larry Arruda	0000001080	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257346	01/30/26	P	Larry M Hicks	0000002525	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257347	01/30/26	P	Lawrence Stice	0000015806	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257348	01/30/26	P	Lou Steiner	0000005965	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
 Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257349	01/30/26	P	Marilyn Ellis-Hollobaugh	0000002108	639.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257350	01/30/26	P	Merton Switzer	0000004204	316.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257351	01/30/26	P	Michael Basso	0000021265	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257352	01/30/26	P	Michael Moran	0000018227	792.93
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257353	01/30/26	P	Michael Swanson	0000006237	976.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257354	01/30/26	P	Michael Treanor	0000006788	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257355	01/30/26	P	Michael V Ginther	0000002339	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257356	01/30/26	P	Michael W Carver	0000001599	774.06
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257357	01/30/26	P	Neil Leveratt	0000002948	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257358	01/30/26	P	Pamela S Greene	0000005256	569.12
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257359	01/30/26	P	Patricia Novack	0000012034	939.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257360	01/30/26	P	Peter Merritt	0000005114	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257361	01/30/26	P	Peter Tenace	0000007198	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257362	01/30/26	P	Robert B Phillips	0000005388	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257363	01/30/26	P	Robert Ciszek	0000001670	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257364	01/30/26	P	Robert Fate	0000002183	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257365	01/30/26	P	Ronald A Smith	0000004053	957.87
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257366	01/30/26	P	Rulon Hatch	0000006012	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257367	01/30/26	P	Sam Nguyen	0000021573	548.84
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257368	01/30/26	P	Scott Broussard	0000001420	913.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257369	01/30/26	P	Sheila Maurice	0000003091	364.05
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257370	01/30/26	P	Stanley Borek	0000001347	463.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257371	01/30/26	P	Steven Spielberger	0000004127	714.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257372	01/30/26	P	Teresa Peterson Goerke	0000016963	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257373	01/30/26	P	Thomas Banks	0000021751	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257374	01/30/26	P	Thomas MacDuff	0000006064	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257375	01/30/26	P	Thomas Neth	0000007978	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257376	01/30/26	P	Thomas Stewart	0000006560	584.49
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257377	01/30/26	P	Ursula Basich	0000022488	763.95
			<i>Line Description:</i> Qtrly Retiree Medical Payments		

Bank: CITY
Cycle: ANNUAL

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257378	01/30/26	P	Ve Tran	0000004296	1,014.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257379	01/30/26	P	Virginia Anderson	0000008307	301.50
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
0257380	01/30/26	P	William Todd	0000004269	264.00
			<i>Line Description:</i> Qtrly Retiree Medical Payments		
TOTAL					\$57,618.02

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257381	01/30/26	P	All City Management Services Inc <i>Line Description: Schl Crsng Guard 12/7-12/20/25</i>	0000009480	18,647.32
0257382	01/30/26	P	BCS Consultants <i>Line Description: Mechanics Bay @ CY Material/Labor Proj #25-05</i>	0000029856	267,808.50
0257383	01/30/26	P	Bracken's Kitchen Inc <i>Line Description: CM Shelter Meal 12/26-1/11/26</i>	0000029468	19,164.47
0257384	01/30/26	P	Dudek <i>Line Description: Housing Rezoning 10/25-11/21</i>	0000011416	89,467.60
0257385	01/30/26	P	Endemic Environmental Services Inc <i>Line Description: FVP Wetland 12/16-12/31/25 FVP Wetland 12/1-12/15/25 Coastal Sage Restrtn 12/18-30 FVP Wetland 11/16-11/30/25</i>	0000021277	48,490.11
0257386	01/30/26	P	Hardy & Harper Inc <i>Line Description: Retention Proj #25-10 Fairview Imprv Proj #25-10</i>	0000015311	319,526.80
0257387	01/30/26	P	Hinderliter De Llamas & Associates <i>Line Description: Cannabis Audit Svc</i>	0000002537	35,000.00
0257388	01/30/26	P	Jax Bicycle Center <i>Line Description: Electrical Bikes & Accessories</i>	0000030778	22,634.07
0257389	01/30/26	P	LINA	0000015623	39,529.53

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> LTD Ins Prem Jan 26 Retiree Life Jan 26 NYL Admin Fee Dec 25 Active Life/AD&D Jan 26 Voluntary Life Jan 26		
0257390	01/30/26	P	League of California Cities	0000002928	33,144.00
			<i>Line Description:</i> Cal Cities Memberships Cal Cities-County Membership		
0257391	01/30/26	P	Merrill & Associates	0000003986	166,233.43
			<i>Line Description:</i> AVAYA PHONE SYSTEM UPGRADE IMP		
0257392	01/30/26	P	Mobile Home Improvement	0000015213	28,420.00
			<i>Line Description:</i> Rehab Grant 1750 Whittier Ave Rehab Grant-1845 Monrovia 43 W Rehab Grant 1750 Whittier Ave		
0257393	01/30/26	P	Newport Mesa Unified School District	0000003339	23,466.63
			<i>Line Description:</i> Developer Fee-Dec 2025		
0257394	01/30/26	P	Peregrine Technologies Inc	0000030656	105,000.00
			<i>Line Description:</i> PUBLIC SAFETY MANAGEMENT PLATF		
0257395	01/30/26	P	Scott Fazekas & Associates Inc	0000003961	36,336.93
			<i>Line Description:</i> Plan Check Srvs FS 2 Reconstru		
0257396	01/30/26	P	The Lincoln National Life Insurance Co	0000030039	16,475.86
			<i>Line Description:</i> Critical Ill Ins Dec 2025 Accident Ins Dec 2025		

Bank: CITY
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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257397	01/30/26	P	The Lincoln National Life Insurance Co <i>Line Description:</i> STD Ins Premium Jan 26	0000030039	16,540.20
0257398	01/30/26	P	ARC <i>Line Description:</i> Ketchum Libolt Pk Impv Foam Labels Postcards Photo Frame Santa Sleigh Banner 2510 Maple	0000022726	1,039.11
0257399	01/30/26	P	AT & T <i>Line Description:</i> Internet-Fleet Svs	0000001107	139.10
0257400	01/30/26	P	AT & T <i>Line Description:</i> 911 Cama Trunks 1/14-2/13/26	0000001107	167.14
0257401	01/30/26	P	AT & T <i>Line Description:</i> Local Usage Balearic Center Fax 2310 Placentia Irrigation Fire Sta#1 Fire Alarm System Lions Park Sr Ctr Fire Alarm Senior Center Elevator	0000001107	1,577.68
0257402	01/30/26	P	AT&T Mobility LLC <i>Line Description:</i> Fire MCTS 11/27-12/26/25	0000030878	1,181.46
0257403	01/30/26	P	Allstar Fire Equipment Inc <i>Line Description:</i> Fire Equipment	0000000986	1,210.05

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257404	01/30/26	P	Beginners Edge Sports Training LLC	0000027270	1,614.60
			<i>Line Description:</i> Instructor Payment-Winter 26		
0257405	01/30/26	P	California Forensic Phlebotomy Inc	0000001500	7,398.00
			<i>Line Description:</i> Blood Draw Svc-Dec 2025		
0257406	01/30/26	P	Cintas Corporation #640	0000023262	422.89
			<i>Line Description:</i> CMBS Cleaning Supply-Dec 25		
0257407	01/30/26	P	Citygate Associates	0000012070	3,206.19
			<i>Line Description:</i> Fire Consult Svs		
0257408	01/30/26	P	Dapeer, Rosenblit & Litvak, LLP	0000005235	1,151.50
			<i>Line Description:</i> Code Enf Admin Proceeding-Nov Code Enf Admin Proceeding-Dec		
0257409	01/30/26	P	EPD Solutions	0000024516	9,110.00
			<i>Line Description:</i> 396 E 21st St Proj-Nov 2025		
0257410	01/30/26	P	FM Thomas Air Conditioning Inc	0000017151	1,185.00
			<i>Line Description:</i> Sr Ctr Svc Call		
0257411	01/30/26	P	Forensic Nurse Specialists Inc	0000014039	2,400.00
			<i>Line Description:</i> Victim Physical-Dec 2025		
0257412	01/30/26	P	Forman Holdings LLC	0000028964	4,999.98
			<i>Line Description:</i> Install front & rear bumpers o		
0257413	01/30/26	P	Fun Photos	0000030108	300.00

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Breakfast with Snoopy		
0257414	01/30/26	P	G3 Quality, Inc.	0000030076	4,957.82
			<i>Line Description:</i> Material Test/Deputy Inspectn		
0257415	01/30/26	P	Gabrielle Jimenez	0000030781	300.00
			<i>Line Description:</i> Utility Box Art-Newport Bay		
0257416	01/30/26	P	Galls LLC	0000002297	1,098.15
			<i>Line Description:</i> Uniform-Guth Uniform-Yanik Uniform-Elisarraraz Uniform-Hickman		
0257417	01/30/26	P	Global College Advisers LLC	0000030958	210.00
			<i>Line Description:</i> Insturctor Pymnt-Winter 26		
0257418	01/30/26	P	Graybar Electric Company Inc	0000002397	115.98
			<i>Line Description:</i> Telecomm Parts		
0257419	01/30/26	P	HdL Coren & Cone	0000007882	5,019.68
			<i>Line Description:</i> Property Tax Oct-Dec 2025		
0257420	01/30/26	P	Hoag Executive Health	0000030617	6,380.00
			<i>Line Description:</i> Wellness Exam & Svc-Dec 25		
0257421	01/30/26	P	ID Card Group	0000017945	1,677.68
			<i>Line Description:</i> Proximity Cards		

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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257422	01/30/26	P	Integrated Impressions <i>Line Description:</i> Stickers for Council	0000003403	561.63
0257423	01/30/26	P	Jasmina Roitzsch <i>Line Description:</i> Utility Box Art-Girl in Poppy	0000031525	300.00
0257424	01/30/26	P	Katherine Leland <i>Line Description:</i> Utility Box Art-Field of Faith	0000031707	300.00
0257425	01/30/26	P	Kimball Midwest <i>Line Description:</i> Shop Supplies Shop Supply	0000006819	590.30
0257426	01/30/26	P	Land IQ, LLC <i>Line Description:</i> Bio Tech Support FVP 8/1-12/31	0000031448	1,518.00
0257427	01/30/26	P	Linscott Law & Greenspan Engineers Inc <i>Line Description:</i> Del Mar Ave Bicycle Facility	0000010877	12,820.00
0257428	01/30/26	P	Loomis <i>Line Description:</i> ARMORED CAR SERVICES Dec25	0000019082	413.14
0257429	01/30/26	P	Los Angeles Times <i>Line Description:</i> Legal Advertising	0000003000	828.22
0257430	01/30/26	P	Mari Michelle Ford <i>Line Description:</i> Utility Box Art-Head in Clouds	0000031708	300.00
0257431	01/30/26	P	Mariia Shevchenko	0000031709	300.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Utility Box Art-Solerentia		
0257432	01/30/26	P	Mesa Smog	0000020735	50.00
			<i>Line Description:</i> 752 Smog		
0257433	01/30/26	P	Nancy Ross	0000027688	300.00
			<i>Line Description:</i> Utility Box Art-Bloom WhereYou		
0257434	01/30/26	P	National Data & Surveying Services	0000021249	1,550.00
			<i>Line Description:</i> Volume&Speed Traffic Counts Volume&Speed Traffic Counts Volume & Speed Traffic Counts Volume&Speed Traffic Counts		
0257435	01/30/26	P	Orange County Mosquito & Vector Control	0000021750	183.00
			<i>Line Description:</i> Inspection Treatment Pests FVP		
0257436	01/30/26	P	PRISM	0000029319	4,160.34
			<i>Line Description:</i> Monthly EAP Services		
0257437	01/30/26	P	Portal Languages-Costa Mesa	0000031444	195.00
			<i>Line Description:</i> Instructor Pymnt-winter 26		
0257438	01/30/26	P	Post Alarm Systems Inc	0000026907	82.44
			<i>Line Description:</i> CMBS Alarm Monitoring Feb		
0257439	01/30/26	P	Priority Landscape Services LLC	0000026592	5,952.00
			<i>Line Description:</i> Fairview Park Landscape Dec 25 Citywide Young Tree Care		

Bank: CITY
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Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257440	01/30/26	P	Prudential Overall Supply	0000025480	1,492.03
			<i>Line Description:</i> Fleet Uniforms-Dec 2025 Towel Svc-Dec 2025 Facilities Uniforms-Dec 2025 Warehouse Uniforms-Dec 2025 Streets Uniforms-Dec 2025 Fleet Towel Svc-Dec 2025 Parks Uniforms-Dec 2025		
0257441	01/30/26	P	RELX Inc DBA LexisNexis	0000010987	3,030.00
			<i>Line Description:</i> SUBSCRIPTION SERVICE		
0257442	01/30/26	P	Resource Building Materials	0000024350	311.62
			<i>Line Description:</i> Sand for Filling Bags Sand for Filling Sandbags		
0257443	01/30/26	P	Santa Margarita Ford	0000022708	433.69
			<i>Line Description:</i> 3-Button Remote Key		
0257444	01/30/26	P	Sims Orange Welding Supply Inc	0000004030	109.56
			<i>Line Description:</i> Shop-Welding Supplies		
0257445	01/30/26	P	Southern California Edison Company	0000004088	3,562.51
			<i>Line Description:</i> 1040 Paularino 12/17-1/15/26 2917-3171Red Hill12/10-1/19/26 1071 Bristol 12/18-1/19/26 867 Prospect 12/23-1/22/26 3120 Manistee 12/23-1/22/26 2783 Bristol 12/17-1/15/26 735 Baker 12/22-1/21/26 555 1/2Paularino 12/23-1/22/26 2704 Harbor 12/22-1/21/26 Medians Dec 25		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> FS#1 12/22-1/21/26		
0257446	01/30/26	P	Southern California Gas Company	0000004092	10,322.64
			<i>Line Description:</i> 717 James 12/19-1/21/26 721 James 12/19-1/21/26 DRC 12/19-1/21/26 Sr Ctr 12/19-1/21/26 Pool 12/19-1/21/26 NHCC 12/19-1/21/26 FS#5 12/22-1/22/26 567 W 18th 12/19-1/21/26 FS#3 12/19-1/21/26 FS#4 12/22-1/22/26 Comm 12/22-1/22/26 Historical 12/19-1/21/26 2310 Placentia 12/22-1/22/26 2300 Placentia 2 12/22-1/22/26 PD 12/22-1/22/26		
0257447	01/30/26	P	State of California Dept of Justice	0000001534	1,589.00
			<i>Line Description:</i> Livescan/Fingerprinting Servic		
0257448	01/30/26	P	Talimar Systems Inc	0000025939	872.24
			<i>Line Description:</i> Deposit		
0257449	01/30/26	P	The Code Group Inc	0000025073	9,959.67
			<i>Line Description:</i> Consulting Plan Check Srvs Consulting Staffing Services		
0257450	01/30/26	P	The Solis Group	0000030649	361.00
			<i>Line Description:</i> Citywide Parking Street Rehab		
0257451	01/30/26	P	Third Wave Corporation	0000025874	4,350.00

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> ITSP CONSULTING		
0257452	01/30/26	P	UniFirst Holdings Inc	0000030616	77.94
			<i>Line Description:</i> CMBS Walk-Off Mats		
0257453	01/30/26	P	Verizon Wireless	0000008717	484.75
			<i>Line Description:</i> WIRELESS PHONE 12/18-1/17/26		
0257454	01/30/26	P	West Coast Arborists Inc	0000004498	2,280.00
			<i>Line Description:</i> City Proj #24-03		
0257455	01/30/26	P	Wetlands and Wildlife Care Center	0000030237	4,875.00
			<i>Line Description:</i> Wildlife Care Oct-Dec 25		
0257456	01/30/26	P	Woodruff Spradlin & Smart	0000004577	292.50
			<i>Line Description:</i> WORKPLACE INVESTIGATIONS		
0257457	01/30/26	P	Z&K Consultants, Inc	0000029416	556.20
			<i>Line Description:</i> On-Call PW Engineering Staff		
TOTAL					\$1,418,111.88

Bank: CITY
 Cycle: APAY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257458	01/30/26	P	State of California	0000001546	1,395.45
			<i>Line Description:</i> Payroll Deduction 26-03		
0257459	01/30/26	P	State of California	0000001546	448.07
			<i>Line Description:</i> Payroll Deduction 26-03		
TOTAL					\$1,843.52

City of Costa Mesa Accounts Payable
CCM OVERFLOW CHECK LISTING

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257535	02/06/26	O	Southern California Edison Company <i>Line Description: Overflow</i>	0000004088	0.00
TOTAL					0.00

717,624.83
 196,597.54
 0.00

\$ 914,222.37

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257460	02/06/26	P	Admin Sure Inc	0000021568	17,653.00
			<i>Line Description:</i> Wkrs Comp Admin Fee-Feb 2026		
0257461	02/06/26	P	Ardurra Group, Inc.	0000030147	64,082.73
			<i>Line Description:</i> Fairview Rd Rehab-Nov 2025		
0257462	02/06/26	P	Bound Tree Medical LLC	0000011695	33,162.07
			<i>Line Description:</i> EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies EMS Supplies		
0257463	02/06/26	P	Carl Warren & Company	0000001578	25,553.04
			<i>Line Description:</i> Claim Admin Fee-Nov 2025 Claims Admin-Dec 2025 Subrogation Reconciliation Claim Admin Fee-Jan 2026 Claim Admin Fee-Oct 2025 Claim Admin Fee-Sep 2025		
0257464	02/06/26	P	Community Catalyst	0000030590	15,250.00
			<i>Line Description:</i> Consulting Svs CAAP Dec 25		
0257465	02/06/26	P	DVDCreatvie	0000004828	16,975.00
			<i>Line Description:</i> Citywide Park Assemnt 10/31/25 Skate Pk Expansion 10/31/25		
0257466	02/06/26	P	Executive Facilities Services Inc	0000029510	53,741.49

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 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Janitorial Services - All Othe Janitorial Services - Police S Janitorial Services - PD Commu Janitorial Services - Corp Yar Janitorial Services - City Hal Janitorial Services - Bridge S Janitorial Services - Sr Cntr Janitorial Services - FS1-6 Janitorial Services - NHCC Janitorial Services - DRC Janitorial Services - BCC Janitorial Services - PD Janitorial Services - Fairview		
0257467	02/06/26	P	Ford Fleet Care	0000026262	17,992.70
			<i>Line Description:</i> Repairs-December 2025 Parts-December 2025		
0257468	02/06/26	P	Icon Shelter Systems, Inc	0000031481	39,796.85
			<i>Line Description:</i> Shade Structure-Brentwood Pk		
0257469	02/06/26	P	Nixon Egli Equipment Co	0000003359	28,410.32
			<i>Line Description:</i> 340-Engine Repair		
0257470	02/06/26	P	Pinnacle Petroleum, Inc	0000029315	21,953.13
			<i>Line Description:</i> PD Unleaded Fuel Tank 7		
0257471	02/06/26	P	Santa Margarita Ford	0000022708	138,357.09
			<i>Line Description:</i> 2025 F150 Crewcab for Park Ran 2025 F-150 Crewcab for PD 2025 Ford Maverick for Traffic		
0257472	02/06/26	P	AT & T	0000001107	128.40

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Internet-Skate Park Camera		
0257473	02/06/26	P	AT & T	0000001107	979.88
			<i>Line Description:</i> Red Phone Fire Sta#5 Red Phone Fire Sta#3 Red Phone Fire Sta#2 Red Phone Fire Sta#1 Red Phone Fire Sta#4 Red Phone Fire Sta#6 PRI Circuit Inbound Trunk NHCC Fire Alarm Lions Park Baseball Field DRC Fire Alarm WSS Alarm Jack Hamett Sports Complex Fire Emergency Line		
0257474	02/06/26	P	All American Asphalt	0000000971	1,453.32
			<i>Line Description:</i> Asphalt Asphalt Asphalt Asphalt Asphalt Asphalt		
0257475	02/06/26	P	Architectural Engineering Technology Inc	0000029448	3,003.46
			<i>Line Description:</i> 19th St TSSP Dec 25		
0257476	02/06/26	P	Atkinson Andelson Loya Ruud & Romo	0000027289	6,912.15
			<i>Line Description:</i> General Legal Svc-Dec 2025 Litigation-Dec 2025		
0257477	02/06/26	P	BSI America Professional Services Inc	0000029801	350.00
			<i>Line Description:</i> Safety Mtngs		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257478	02/06/26	P	Blue Can Training Solutions LLC	0000031710	2,478.25
			<i>Line Description:</i> Gas Mask Pouches for SWAT		
0257479	02/06/26	P	Botach Tactical	0000010573	880.20
			<i>Line Description:</i> Helmet Lights-SWAT		
0257480	02/06/26	P	BrightView Landscape Services Inc	0000026055	4,130.54
			<i>Line Description:</i> Irrigation Repair-Dec 2025		
0257481	02/06/26	P	CA Dept of Tax & Fee Administration	0000025959	3,776.09
			<i>Line Description:</i> Underground Tank Tax 2025		
0257482	02/06/26	P	CALBO	0000001483	355.00
			<i>Line Description:</i> 2026-27 Mbrshp-Doudar/Martinez		
0257483	02/06/26	P	CAPF	0000004755	2,330.50
			<i>Line Description:</i> Firefighter LTD-Feb 2026		
0257484	02/06/26	P	CLEA	0000004754	4,224.00
			<i>Line Description:</i> Police Officer LTD-Feb 2026		
0257485	02/06/26	P	Carahsoft Technology Corporation	0000026738	30.03
			<i>Line Description:</i> SHIPPING		
0257486	02/06/26	P	Costa Mesa Auto Glass	0000010001	1,073.13
			<i>Line Description:</i> Replace Broken Door Glass-#361		

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Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
0257487	02/06/26	P	Costa Mesa Lock & Key	0000001817	49.83
			<i>Line Description:</i> Skey/Dropbox Key Duplicates		
0257488	02/06/26	P	County of Orange	0000003486	1,304.32
			<i>Line Description:</i> Teletype Srvs Dec 25 Traffic Signal Maint Oct-Dec25		
0257489	02/06/26	P	Daniels Tire Service	0000001922	2,829.31
			<i>Line Description:</i> Warehouse Stock Pick up & Disposal Used Tire		
0257490	02/06/26	P	Dapeer, Rosenblit & Litvak, LLP	0000005235	980.00
			<i>Line Description:</i> Code Enf Conduct Admin Fee		
0257491	02/06/26	P	ECKERSALL LLC	0000025412	833.75
			<i>Line Description:</i> GIS Analyst Sep-Dec 2025		
0257492	02/06/26	P	Emergency Medical Services Authority	0000002120	2,334.00
			<i>Line Description:</i> EMS License Renewal Oct 2025 EMS License Renewal Dec 2025 EMS License Renewal Nov 25		
0257493	02/06/26	P	Employment Development Department	0000001543	8,526.00
			<i>Line Description:</i> Unemployment Oct-Dec 2025		
0257494	02/06/26	P	Endemic Environmental Services Inc	0000021277	3,600.00
			<i>Line Description:</i> Coastal Sage Restrtn12/3-12/15		
0257495	02/06/26	P	Entenmann Rovin Company	0000002130	2,452.92
			<i>Line Description:</i> Flat Badges		

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257496	02/06/26	P	Entrust Janitorial LLC	0000030309	5,125.00
		<i>Line Description:</i>	Janitorial Svcs @ 3190 Airport Janitorial Svcs @ 3190 Airport Janitorial Svcs @ 3190 Airport Janitorial Svcs @ 3190 Airport Janitorial Svcs @ 3190 Airport		
0257497	02/06/26	P	FM Thomas Air Conditioning Inc	0000017151	2,951.50
		<i>Line Description:</i>	FS#4 Service Call FS#2 Service Call FS#3 Service Call FS#5-Service Call FS#1 Service Call		
0257498	02/06/26	P	Fed Ex	0000002190	8.43
		<i>Line Description:</i>	Ground Delivery		
0257499	02/06/26	P	First Choice Service	0000023961	1,862.41
		<i>Line Description:</i>	Coffee & Water Svc-12/2/25 Coffee & Water Svc-12/8/25 Coffee & Water Svc-12/12/25 Coffee & Water Svc-12/22/25 Coffee & Water Svc-12/29/25		
0257500	02/06/26	P	Four Star Investigations LLC	0000028509	8,520.79
		<i>Line Description:</i>	Workplace Invstgn 8/26/25-1/8		
0257501	02/06/26	P	Fuel Pros Inc	0000026476	750.00
		<i>Line Description:</i>	Monthly Do Inspctn-FS #6 Monthly Do Inspctn-CY Monthly Do Inspctn-FS #2		

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 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257502	02/06/26	P	Gallagher Benefit Services, Inc <i>Line Description:</i> Classification Study	0000030677	200.00
0257503	02/06/26	P	Galls LLC <i>Line Description:</i> Uniform-Cattouse Uniform-Durbin	0000002297	220.84
0257504	02/06/26	P	Gensler <i>Line Description:</i> December 2025 Services	0000031100	1,880.72
0257505	02/06/26	P	Grainger <i>Line Description:</i> Steel Chain Telecomm Supplies	0000002393	722.38
0257506	02/06/26	P	Hanks Electrical Supplies <i>Line Description:</i> Electrical Supplies	0000002445	94.28
0257507	02/06/26	P	Interwest Consulting Group Inc <i>Line Description:</i> Shalimar Pk Proj Mgnt-May 2025	0000021505	400.00
0257508	02/06/26	P	Irv Seaver Motorcycles <i>Line Description:</i> Motorcycle Repair-Unit #635	0000010272	1,374.34
0257509	02/06/26	P	JL Group, LLC <i>Line Description:</i> WORKPLACE INVESTIGATIONS	0000029884	9,482.50
0257510	02/06/26	P	James Snordan <i>Line Description:</i> Basketball Referee 2/2/26	0000029974	70.00

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<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257511	02/06/26	P	Johnson Controls Fire Protection LP	0000026089	14,616.73
			<i>Line Description:</i> Service Call-City Hall Comms-Fire Alarm/Sprinkler Svc DRC-Kitchen Hood Svc		
0257512	02/06/26	P	Johnson Favaro LLP	0000023249	3,774.53
			<i>Line Description:</i> Lions Park-Cafe Bldg		
0257513	02/06/26	P	Kimball Midwest	0000006819	643.27
			<i>Line Description:</i> Shop Supplies		
0257514	02/06/26	P	LC Action Police Supply	0000005638	14,581.81
			<i>Line Description:</i> FIREARMS & ACCESSORIES		
0257515	02/06/26	P	LEAF PRIOR BILLED BY FLOWATER	0000029719	213.36
			<i>Line Description:</i> Water Filtration System & Filt		
0257516	02/06/26	P	LN Curtis & Sons	0000002983	9,462.78
			<i>Line Description:</i> Strobe Lights Firefighter Pants Firefighter Shirts and Pants Tactical Pants		
0257517	02/06/26	P	Lisa Binder	0000031717	500.00
			<i>Line Description:</i> Refund Permit EENC-25-0242		
0257518	02/06/26	P	Maintex Inc	0000014836	1,772.28
			<i>Line Description:</i> Janitorial Trash Liners - Ware		

Bank: CITY
Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257519	02/06/26	P	Merrimac Energy Group	0000021566	4,372.25
			<i>Line Description:</i> FS 3 Tank Rental FS 3Diesel Fuel Tank 13		
0257520	02/06/26	P	Moore Iacofano Goltsman Inc	0000016407	12,772.54
			<i>Line Description:</i> FVP East Side Flider July 25		
0257521	02/06/26	P	Mouse Graphics	0000001170	1,510.30
			<i>Line Description:</i> Vinly Wrap Utility Box		
0257522	02/06/26	P	Napa Auto & Truck Parts	0000012968	9,250.07
			<i>Line Description:</i> Parts-Dec 25 Parts- Dec 25		
0257523	02/06/26	P	NeWave Construction Inc	0000024108	7,401.00
			<i>Line Description:</i> New Collapsible ladder & roof		
0257524	02/06/26	P	Orange Coast College	0000003458	133.25
			<i>Line Description:</i> Winter 26 Instructor Payment		
0257525	02/06/26	P	Orange County Probation Department	0000003491	4,537.78
			<i>Line Description:</i> Pvertime Pay Q2 10/1-12/31/25		
0257526	02/06/26	P	Pacific Advanced Civil Engineering Inc	0000014386	2,964.00
			<i>Line Description:</i> Annual CIP Budget Programming		
0257527	02/06/26	P	Performance Truck Repair Inc	0000030587	14,827.35
			<i>Line Description:</i> 523-Engine Repair/Loss of Powe Opacity Tests		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257528	02/06/26	P	Quadient Inc	0000028798	3,500.00
			<i>Line Description:</i> Credit Line Jan 2026		
0257529	02/06/26	P	Quinn Company	0000023844	2,712.48
			<i>Line Description:</i> 255-Repairs 133-Electric Monitor Rental		
0257530	02/06/26	P	Red Wing Business Advantage Account	0000003772	189.09
			<i>Line Description:</i> Safety Boots-Nick D		
0257531	02/06/26	P	Roy B Southerland	0000029883	250.00
			<i>Line Description:</i> DJ SERVICES		
0257532	02/06/26	P	Siemens Industry Inc	0000002904	2,115.00
			<i>Line Description:</i> Equipment Repairs		
0257533	02/06/26	P	Sims Orange Welding Supply Inc	0000004030	106.03
			<i>Line Description:</i> Shop Welding Supplies		
0257534	02/06/26	P	Southern California Edison Company	0000004088	10,715.95
			<i>Line Description:</i> 1952 Newport 12/29-1/27/26 NHCC 12/30-1/28/26 744 James A 1/8-1/27/26 Sunflower/Plaza Jan 26 Loan8670 Sunflower/PlazaJan26 Davis Field 12/30-1/28/26 3129 Harbor Jan 26 348 E 17th 12/26-1/26/26 1624 Gisler Jan 26 Sr Ctr 12/30-1/28/26 Joann St Bike Trail Jan 26		

Bank: CITY
Cycle: AWKLY

Payment Ref	Date	Status	Remit To	Remit ID	Payment Amt
			<i>Line Description:</i> 3460 Smalley Jan 26 2948 Bristol 12/16-1/14/26 360 W Wilson 12/30-1/28/26 702 1/2 Victoria 12/31-1/29/26 702 Victoria 12/31-1/29/26 DRC 12/31-1/29/26 SD Fwy On/Off Jan 26 Npt/Baker Jan 26 1895 Irvine Jan 26 2301 Harbor 12/24-1/25/26 3349 Sakioka 12/26-1/26/26 3351 Sakioka 12/26-1/26/26 Baker/Royal Palm Jan 26 19th/Npt Jan 26		
0257536	02/06/26	P	Southern California Gas Company	0000004092	1,326.37
			<i>Line Description:</i> FS#1 12/26-1/26/26 FS#6 12/30-1/28/26 FS#2 12/23-1/23/26 BCC 12/26-1/26/26		
0257537	02/06/26	P	Southern California Shredding Inc	0000025605	245.00
			<i>Line Description:</i> On-Site Shredding Services On-Site Shredding Services On-Site Shredding Services		
0257538	02/06/26	P	Spectrum Gas Products	0000012653	762.44
			<i>Line Description:</i> Repair Leak Medical Cylinder Rent Medical Cylinder Rent Medical Cylinder Rent Medical Cylinder Rent Medical Cylinder Rent Medical Cylinder Rent		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
0257539	02/06/26	P	T Tactical Solutions Inc	0000026642	1,184.82
			<i>Line Description:</i> Supplies Prop&Evidence		
0257540	02/06/26	P	The Counseling Team International	0000026352	797.50
			<i>Line Description:</i> Counseling Srvs Dec 25		
0257541	02/06/26	P	The Home Depot	0000002560	10,997.46
			<i>Line Description:</i> Hardware Supplies Bldg Maint General Supplies Bldg Maint Health Items Street Maint Equip Maint Warehouse Tools Signs/Markings Tools Equip Maint Tools Park Maint Tools Bldg Maint Promo Items Bldg Maint Hardware Supplies Park Maint Maint Equipment Graffiti Abate General Supplies Graffiti Abat General Supplies Street Maint Plumbing Supplies Bldg Maint		
0257542	02/06/26	P	Thomas J Broxtermann PhD	0000031054	450.00
			<i>Line Description:</i> Suicide Detection/Prevention		
0257543	02/06/26	P	Townsend Public Affairs Inc	0000021510	6,825.00
			<i>Line Description:</i> November Consulting		
0257544	02/06/26	P	Turnout Maintenance Company LLC	0000020182	4,080.75
			<i>Line Description:</i> Turnout Coat & Pant Turnout Coat & Pant Turnout Coat & Pant		

Bank: CITY
 Cycle: AWKLY

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
			<i>Line Description:</i> Turnout Coat & Pant Turnout Coat & Pant Turnout Coat & Pant Turnout Coat & Pant Turnout Coat & Pant		
0257545	02/06/26	P	UniFirst Holdings Inc	0000030616	77.94
			<i>Line Description:</i> CMBS Walk-offs Mats		
0257546	02/06/26	P	United Rentals (North America), Inc	0000010121	1,612.44
			<i>Line Description:</i> Concrete Mixer & Concrete Concrete Mixer & Concrete Concrete Mixer & Concrete		
0257547	02/06/26	P	United Site Services of California Inc	0000015552	138.43
			<i>Line Description:</i> Portable Toilet Srvs 12/31-1/2 Portable Toilet Srvs12/31-1/27		
0257548	02/06/26	P	Verizon Wireless	0000008717	4,189.67
			<i>Line Description:</i> WIRELESS PHONE 12/18-1/17 Hot WIRELESS PHONE 12/18-1/17 FIRE IPADS 12/18-1/17/26 WIRELESS PHONE 12/18-1/17/26 WIRELESS PHONE 12/18-1/17/26		
0257549	02/06/26	P	Waterline Technologies Inc	0000014520	301.29
			<i>Line Description:</i> DRC Pool Treatment		
0257550	02/06/26	P	Waxie Sanitary Supply	0000004480	108.18
			<i>Line Description:</i> JANITORIAL AND SANITARY SUPPLI		
TOTAL					\$717,624.83

Bank: DDP1

Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021589	02/06/26	P	Brian Durbin	0000031712	175.20
			<i>Line Description:</i> Standardized Field Sobriety		
021590	02/06/26	P	Bunnath Phot	0000026146	44.00
			<i>Line Description:</i> Crash Datat Retrieval Tech		
021591	02/06/26	P	CDW Government Inc	0000005402	4,901.33
			<i>Line Description:</i> Satellite Access Points		
021592	02/06/26	P	Candyce McMorris	0000026552	44.00
			<i>Line Description:</i> Canine Prog Mgnt		
021593	02/06/26	P	Daniel Bruno	0000029161	249.20
			<i>Line Description:</i> Traffic Collision Skidmark		
021594	02/06/26	P	Darren Truong	0000030035	40.00
			<i>Line Description:</i> Field Training Officer		
021595	02/06/26	P	Giselle Paulin	0000031713	193.30
			<i>Line Description:</i> Records Clerk		
021596	02/06/26	P	Jacob Banks	0000030484	40.00
			<i>Line Description:</i> Gang Investigations		
021597	02/06/26	P	Jacob Sieder	0000030542	40.00
			<i>Line Description:</i> Field Training Officer		
021598	02/06/26	P	James Haney	0000029091	178.42
			<i>Line Description:</i> Canine Prog Management		

Bank: DDP1
 Cycle: ADDEP1

<u>Payment Ref</u>	<u>Date</u>	<u>Status</u>	<u>Remit To</u>	<u>Remit ID</u>	<u>Payment Amt</u>
021599	02/06/26	P	John Morgan <i>Line Description: Standardized Field Sobriety</i>	0000031715	40.36
021600	02/06/26	P	Julian Trevino <i>Line Description: Field Training Officer Update</i>	0000006835	24.00
021601	02/06/26	P	Marina Gonzalez <i>Line Description: Records Clerk</i>	0000031714	131.00
021602	02/06/26	P	Matthew Richie <i>Line Description: Traffic Collision Skidmark</i>	0000026628	110.00
021603	02/06/26	P	Mercy House <i>Line Description: CMBS Operations Nov 25</i>	0000003138	188,203.35
021604	02/06/26	P	Scott Baker <i>Line Description: Training Management Course</i>	0000029458	299.00
021605	02/06/26	P	Shaun Munoz <i>Line Description: Tuition Reimb 8/18-11/9/25</i>	0000030814	1,250.00
021606	02/06/26	P	Taylor Scavo <i>Line Description: Hazardous Material Incident Confined Space Rescue Tech</i>	0000029682	500.00
021607	02/06/26	P	Vincent Legaspi <i>Line Description: Traffic Collision Skidmark</i>	0000028710	134.38
TOTAL					\$196,597.54



CITY OF COSTA MESA

Agenda Report

77 Fair Drive
Costa Mesa, CA 92626

File #: 26-145

Meeting Date: 2/17/2026

TITLE:

MINUTES

DEPARTMENT: City Manager's Office/City Clerk's Division

RECOMMENDATION:

City Council approve the minutes of the regular meeting of February 3, 2026.



REGULAR MEETING OF THE CITY COUNCIL AND HOUSING AUTHORITY FEBRUARY 3, 2026 – MINUTES

CALL TO ORDER – The Closed Session meeting was called to order by Mayor Stephens at 4:00 p.m.

ROLL CALL

Present: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds (Arrived at 4:11 p.m.), Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Buley.

PUBLIC COMMENTS

Dennis D'Alessio spoke about reaching a settlement in his case with the City.

CLOSED SESSION ITEMS:

- 1. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATION OF LITIGATION - TWO CASES**
Pursuant to California Government Code Section 54956.9 (d)(2), Potential Litigation.
- 2. CONFERENCE WITH LEGAL COUNSEL – INITIATION OF LITIGATION – ONE CASE**
Pursuant to California Government Code Section 54956.9 (d)(4), Potential Litigation.
- 3. THREAT TO PUBLIC SERVICES OR FACILITIES**
Pursuant to California Government Code Section 54957
Consultation with: Chief of Police Joyce LaPointe, Costa Mesa Police Department

City Council recessed at 4:02 p.m. for Closed Session.

Closed Session adjourned at 5:58 p.m.

CALL TO ORDER - The Regular City Council and Housing Authority meeting was called to order by Mayor Stephens at 6:05 p.m.

NATIONAL ANTHEM AND PLEDGE OF ALLEGIANCE – A video was played of the National Anthem and the Mayor led the Pledge of Allegiance.

MOMENT OF SOLEMN EXPRESSION – Led by Pastor Phil Eyskens, Lighthouse Church.

ROLL CALL

Present: Council Member Gameros, Council Member Pettis, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Absent: Council Member Buley.

CITY ATTORNEY CLOSED SESSION REPORT – Ms. Hall Barlow reported that one action was taken on closed session item number 2, initiation of litigation. The motion was made by Council Member Marr and seconded by Council Member Gameros, on a 6-0 vote authorized the City Attorney’s Office to initiate litigation on the item.

MOVED/SECOND: Council Member Marr/Council Member Gameros

MOTION: Authorize the City Attorney’s Office to initiate litigation on Closed Session item no. 2.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

PRESENTATIONS: NONE.

PUBLIC COMMENTS – MATTERS NOT LISTED ON THE AGENDA

Flo Martin, Costa Mesa, thanked the City Council for the “Let’s Go Costa Mesa” rideshare program, spoke on SB 720 regarding red light traffic cameras, and requested the City Council support installation of cameras at the 19th St. and Newport Blvd. intersection.

Steve Smith, spoke in support of the Harbor Soaring Society staying at Fairview Park.

Dr. Nikan Khatibi, spoke on developing approved affordable housing and partnering with the City.

COUNCIL MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS

Council Member Reynolds spoke in support of the red-light cameras, requested an update on the two potential ballot measures, requested an update on the investments for the bus shelters, requested an update on the urban canopy and tree cover assessment and next steps, and requested an update from the Arts Commission on the Arts and Culture Master Plan.

Council Member Pettis spoke on the importance of maintaining the infrastructure, promoting small business and economic growth, and public safety, and thanked staff for addressing residents concerns.

Council Member Gameros congratulated Interim Fire Chief Pyle, spoke on public safety as a priority, and spoke on traffic safety.

Council Member Marr inquired on the community garden and the waitlist, spoke on complaints at Wilson Park pertaining to bikes and pedestrians, and spoke on the movement to expand the marine protected area off the coast of Laguna Beach and visiting lagunabluebelt.org for more information.

Mayor Pro Tem Chavez congratulated Interim Fire Chief Pyle, spoke on attending a ribbon cutting ceremony at the Orange County Fair Administration Building and also for Pacific Pearl Café at The MET, and spoke on the peaceful protest at Harbor Blvd and Wilson St.

Mayor Stephens congratulated Interim Fire Chief Pyle, provided an update on attending the Mayors Conference in Washington DC including the following breakout sessions: influencers, behavioral health, arts assisting with loneliness, noting he would like to begin his own “sing along with the mayor” event, spoke on infrastructure and safe streets, the use of AI, safety at public meetings, crisis leadership, immigration, homelessness, spoke on the Department of Treasury and the requirements for receiving grants, spoke on Martin Luther King telling the story of The Good Samaritan from the Bible, and spoke on adjourning the meeting in honor of Tony Peca.

REPORT – CITY MANAGER – Ms. Gallardo-Daly congratulated Interim Fire Chief Pyle, congratulated the Police Department on new promotions, spoke on the staffing levels at the Police Department, congratulated Paul Martin and Brett Atencio Thomas for a successful bike workshop, and recognized the transportation team for the expansion of Lets Go Costa Mesa ride service.

REPORT – CITY ATTORNEY – Ms. Hall Barlow reported that the case of Becker v. Costa Mesa has reached an agreement for the case to be dismissed for a waiver of costs.

CONSENT CALENDAR

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Marr

MOTION: Approve the Consent Calendar.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: Council Member Gameros recused himself on item 3 the Warrant Resolution due to his wife working for Priceless Pet Recue.

Motion carried: 6-0

1. PROCEDURAL WAIVER: WAIVE THE FULL READING OF ALL ORDINANCES AND RESOLUTIONS

ACTION:

City Council and Housing Authority approved the reading by title only and waived further reading of Ordinances and Resolutions.

2. READING FOLDER

ACTION:

City Council received and filed Claims received by the City Clerk and authorized staff to reject any and all Claims: Sophia Bernal, Nicole Hernandez, Gene Micco, Dylan Stone, Fiainu Marrhinoe.

3. ADOPTION OF WARRANT RESOLUTION

ACTION:

City Council approved Warrant Resolution No. 2747.

4. MINUTES

ACTION:

City Council approved the minutes of the regular meeting of January 20, 2026.

5. DESIGNATION OF VOTING DELEGATE FOR THE SOUTHERN CALIFORNIA ASSOCIATION OF GOVERNMENTS (SCAG) 2026 REGIONAL CONFERENCE AND GENERAL ASSEMBLY

ACTION:

City Council designated Council Member Mike Buley to serve as the delegate for the upcoming 2026 Annual Southern California Association of Governments (SCAG) Regional Conference and General Assembly.

6. DESIGNATION OF CITY NEGOTIATORS FOR THE COSTA MESA POLICE MANAGEMENT ASSOCIATION (CMPMA), THE COSTA MESA POLICE ASSOCIATION (CMPA) AND THE COSTA MESA CITY EMPLOYEES' ASSOCIATION (CMCEA) LABOR NEGOTIATIONS PROCESSES AND AUTHORIZATION TO PROCEED WITH THE FINANCIAL ANALYSIS OF THE CURRENT MEMORANDA OF UNDERSTANDING (MOU) PER THE TRANSPARENCY IN LABOR NEGOTIATIONS COUNCIL POLICY

ACTION:

1. City Council designated City Manager Cecilia Gallardo-Daly as the City's Principal Negotiator, Assistant City Manager Alma Reyes, Human Resources Manager Kasama Lee, and Finance Director Carol Molina as the City's representatives in negotiations with the CMPMA, CMPA and CMCEA.
2. Designated Liebert Cassidy Whitmore Partner Peter Brown to serve as legal counsel during negotiations with the CMPMA, CMPA and CMCEA.
3. Authorized staff to have the independent fiscal analysis of the current CMPMA, CMPA and CMCEA Memoranda of Understanding (MOU) completed per the requirements of the Transparency in Labor Negotiations Council Policy.

7. CHANGE ORDER FOR THE EMERGENCY GENERATOR UNITS FOR CITY HALL AND THE COMMUNICATIONS BUILDING

ACTION:

1. City Council authorized the use of Sourcewell's Cooperative Agreement #092222-CAT with Caterpillar Inc. for a change order of the original purchase of two (2) diesel emergency generators, two (2) automatic transfer switches, and two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems. The City Hall transfer switch is being removed from the quote and a manual transfer switch for the Communications Building is being added.
2. Authorized a change order to the original Purchase Order (PO) for an additional \$5,818.50 pulled from the project budget for the purchase of one (1) manual transfer switch for the Communications Building. The PO, now for \$395,361.69, originally \$389,543.19, through Quinn Power Systems, 3500 Shepherd Street, City of Industry, CA 90601, shall encompass the purchase of two (2) diesel emergency generators, one (1) automatic transfer switch, one (1) manual transfer switch, two (2) double wall day tanks for fuel for City Hall and the Communications Building through Quinn Power Systems.

8. PROFESSIONAL SERVICES AGREEMENT FOR ENGINEERING SERVICES FOR THE CITY'S PAVEMENT MANAGEMENT PLAN UPDATE

ACTION:

1. City Council approved Professional Services Agreement (PSA) to Bucknam Infrastructure Group, Inc., 3548 Seagate Way, Suite 230, Oceanside, California, for a term of five (5) years with two (2) one-year extensions for a not to exceed amount of \$148,354 to provide annual updates to the City's Pavement Management Plan (PMP).
2. Authorized the City Manager and the City Clerk to execute the PSA and any future amendments to the agreement.

-----**END OF CONSENT CALENDAR**-----

PUBLIC HEARINGS:

(Pursuant to Resolution No. 05-55, Public Hearings begin at 7:00 p.m.)

1. **CONTINUATION REQUEST OF AN APPEAL OF THE PLANNING COMMISSION'S DECISION TO UPHOLD THE ECONOMIC AND DEVELOPMENT SERVICES DIRECTOR'S DECISION TO DENY A REASONABLE ACCOMMODATION REQUEST TO DEVIATE FROM CERTAIN REQUIREMENTS OF THE ZONING CODE TO OPERATE A SOBER LIVING HOME. OPERATED BY THE OHIO HOUSE AT 115 EAST WILSON STREET, UNITS A THROUGH E**

Public Comments:

Speaker, expressed concern on postponing the item.

MOVED/SECOND: Mayor Pro Tem Chavez/Council Member Pettis

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council opened the public hearing and continued the item to the April 21, 2026, meeting, pursuant to staff's request.

OLD BUSINESS:

1. ADOPTION OF AN ORDINANCE AMENDING TITLE 13 OF THE COSTA MESA MUNICIPAL CODE TO ALLOW FOR MINISTERIAL APPROVAL OF TWO-UNIT SMALL LOT ORDINANCE PROJECTS (PCTY-25-0007)

Presentation by Mr. Yeager, Senior Planner.

Public Comments:

Speaker, requested inclusion of a notification requirement in the ordinance to inform surrounding neighbors.

Jay Humphrey, Costa Mesa, requested inclusion of a notification requirement in the ordinance to inform surrounding neighbors.

MOVED/SECOND: Council Member Marr/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

Council Member Pettis spoke in opposition of the item due to the lack of a notification requirement in the ordinance to inform surrounding neighbors.

MOVED/SECOND: Council Member Marr/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: Council Member Pettis.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 5-1

ACTION:

City Council adopted Ordinance No. 2026-01 approving revisions to Title 13 of the Costa Mesa Municipal Code (Zoning Code) to allow for ministerial approval of two-unit Small Lot Ordinance (SLO) projects.

City Council recessed into a break at 6:58 p.m.

City Council reconvened at 7:12 p.m.

2. ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS

Presentation by Mr. Barkman, Government Affairs Manager.

Public Comments:

Speaker, spoke in opposition of the Ordinance.

Ryan Columber, Associate Pastor of Harbor Christian Church, spoke in support of the Ordinance.

Speaker, urged caution on the item and spoke in opposition of the ordinance.

Ryan Allain, Director of Government Affairs, California Retailers Association, spoke in opposition of the ordinance.

Speaker, suggested revisiting the matter after one year to review developments in Long Beach, and emphasized that the draft ordinance does not include all stores.

Tim James, California Grocers Association, spoke in opposition of the ordinance.

MOVED/SECOND: Council Member Reynolds/Mayor Pro Tem Chavez

MOTION: Approve staff recommendation with the following changes:

- Extend the period for stores to cure a violation from seven (7) to fifteen (15) days to reduce risk management reactions and avoid punitive measures for minor violations.
- Delay the effective period from thirty (30) days to sixty (60) days after the adoption of the ordinance.
- Amend the fifteen (15) items or less limit to only require signage that self-checkout is limited to about 15 items.
- Revise the in-store notification requirements for customers to eliminate reference to enforcement options.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council gave first reading to Ordinance No. 2026-02 Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations including the following changes:

- Extend the period for stores to cure a violation from seven (7) to fifteen (15) days to reduce risk management reactions and avoid punitive measures for minor violations.
- Delay the effective period from thirty (30) days to sixty (60) days after the adoption of the ordinance.
- Amend the fifteen (15) items or less limit to only require signage that self-checkout is limited to about 15 items.
- Revise the in-store notification requirements for customers to eliminate reference to enforcement options.

Council Member Marr requested to reorder New Business items 1 and 2.

Mayor Stephens agreed.

NEW BUSINESS:

2. OPERATIONS AGREEMENT FOR LIONS PARK CAFE

Presentation by Mr. Gruner, Parks and Community Services Director.

Public Comments:

Speaker, spoke on maintenance fees.

Speaker, spoke in support of the item.

Robert LaBounty, representing Supervisor Foley's Office, spoke in support of the item.

Ally Garvin, owner of Neat Coffee, expressed gratitude for being considered as the operator of the Lions Park Café.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Approve staff recommendation with the following changes:

- In the operating agreement exempt Neat Coffee from any special use fees for activating Lions Park.
- The operating agreement shall not restrict Neat Coffee hours of operations for events that activate Lions Park and are coordinated with City staff.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

ACTION:

1. City Council awarded an operation agreement to Neat Coffee for the Management and Operation of the Lions Park Cafe.
 - In the operating agreement exempt Neat Coffee from any special use fees for activating Lions Park.
 - The operating agreement shall not restrict Neat Coffee hours of operations for events that activate Lions Park and are coordinated with City staff.
2. Authorized the City Manager or her designee to negotiate the terms and conditions for the financial share between the City and Neat Coffee.
3. Authorized the City Manager and the City Clerk to execute the operating agreement and future amendments to the agreement within City Council authorized limits.
4. Appropriated net revenues as received by the City that comply with the agreement of 50% net revenue to the OC Public Library for a net neutral impact.

1. CLIMATE ACTION AND ADAPTATION PLAN (CAAP) STATUS AND OUTREACH UPDATE

Public Comments:

Craig Preston, Costa Mesa, spoke on climate change, and in support of a measurable CAAP.

MOVED/SECOND: Mayor Stephens/Council Member Marr

MOTION: Approve staff recommendation.

The motion carried by the following roll call vote:

Ayes: Council Member Gameros, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council provided feedback on the presentation and filed the report.

3. APPROVAL OF A CODE OF ETHICS AND CONDUCT

Public Comments:

Cynthia McDonald, Costa Mesa, spoke in support of a code of ethics, requested to include a nepotism clause, disclosure of outside information in ex parte communications, mandatory reporting of corruption and findings disclosed in a timely matter, and spoke on adopting the code annually at the first meeting of each year.

Jay Humphrey, Costa Mesa, spoke in support of a policy and adding a clause that council members recuse themselves on the item if they have received a contribution during the council members tenure on the City Council.

Craig Preston, Costa Mesa, spoke in support of a policy, spoke in support of an annual review, and in support of transparency.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Continue the item to the second meeting in February.

The motion carried by the following roll call vote:

Ayes: Council Member Gamos, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

Mayor Stephens requested to continue the item to the second meeting in March.

Council Member Marr agreed to the change.

MOVED/SECOND: Council Member Marr/Council Member Reynolds

MOTION: Continue the item to the second meeting in March.

The motion carried by the following roll call vote:

Ayes: Council Member Gamos, Council Member Marr, Council Member Pettis, Council Member Reynolds, Mayor Pro Tem Chavez, and Mayor Stephens.

Nays: None.

Absent: Council Member Buley.

Abstain: None.

Motion carried: 6-0

ACTION:

City Council continued the item to the March 17, 2026 City Council meeting.

ADDITIONAL COUNCIL/BOARD MEMBER COMMITTEE REPORTS, COMMENTS, AND SUGGESTIONS – NONE.

ADJOURNMENT – Mayor Stephens adjourned the meeting at 9:37 p.m. in honor and memory of Tony Peca.

Minutes adopted on this 17th day of February, 2026.

John Stephens, Mayor

ATTEST:

Brenda Green, City Clerk

DRAFT



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-121

Meeting Date: 2/17/2026

TITLE:

AUTHORIZE PURCHASE ORDER WITH BOUND TREE MEDICAL, LLC FOR THE PURCHASE OF SMALL DOLLAR EMERGENCY MEDICAL SUPPLIES THAT CUMULATIVELY EXCEED \$100,000 THROUGH THE EXTENDED TERM OF THE COOPERATIVE AGREEMENT

DEPARTMENT: FIRE & RESCUE DEPARTMENT

PRESENTED BY: JASON PYLE, INTERIM FIRE CHIEF

CONTACT INFORMATION: JASON PYLE, INTERIM FIRE CHIEF (714) 754-5155

RECOMMENDATION:

Staff recommends the City Council authorize the City Manager to execute a purchase order with Bound Tree Medical within the Fire & Rescue Department's FY 2025-26 operating budget for various small dollar commodity purchases, which collectively exceed \$100,000, under the new cooperative agreement, Charles County, Maryland Medical Supplies Contract 22-42.

BACKGROUND:

The Fire and Rescue Department (CMFR) has utilized Bound Tree Medical for the purchase of emergency medical supplies for numerous years. The emergency medical supplies are specific to the lifesaving services the Fire & Rescue Department provides. Individually, these purchases are compliant with the City's Purchasing Policy, however, the cumulative amount will exceed \$100,000.

The department has utilized the County of Fairfax Virginia COOP agreement for the last few years, contract number 4400005125. This contract was not renewed and expired December 2025. A new COOP agreement has been identified, Charles County, Maryland Medical Supplies Contract 22-42 (Attachment 1).

ANALYSIS:

The Bound Tree Medical cooperative agreement is used to purchase CMFR emergency medical supplies and first-aid supplies. The contract includes cooperative language that, pursuant to Section 2-165 of the Costa Mesa Municipal Code, allows the City to purchase goods, supplies and services through cooperative agreements to receive competitive pricing.

Staff is requesting authorization for the City Manager to execute a purchase order with Bound Tree Medical under the new cooperative agreement effective immediately through the extended term of the cooperative agreement due to the recent expiration of County of Fairfax Virginia COOP number 4400005125, and to ensure reliability and continuity in services and supplies provided by Bound Tree Medical, who has been the primary supplier of emergency medical supplies. The new Charles

County, Maryland Medical Supplies Contract 22-42 currently runs through June 30, 2026 with three (3) additional one-year renewals that can be exercised through June 30, 2029.

ALTERNATIVES:

The City Council could choose not to approve staff's recommendations; however, staff does not recommend this alternative. Choosing this course of action would result in delays in the procurement of required emergency supplies and operations. Additionally, returning to City Council for incremental approvals to exceed \$100,000 threshold with the identified vendor would require additional staff time and increased workload, creating inefficiencies in the process.

FISCAL REVIEW:

Funding for the purchase of emergency medical supplies is available in the Fire & Rescue Department's FY 2025-26 operating budget in the General Fund (Fund 101).

LEGAL REVIEW:

The City Attorney's office has reviewed this report and the Charles County, Maryland Medical Supplies Contract 22-42 cooperative agreement, and approves them both as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This action supports City Council goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council authorize the City Manager to execute a purchase order, and future purchase orders, with Bound Tree Medical within the Fire & Rescue Department's operating budget for various small dollar commodity purchases, which collectively exceed \$100,000, under the new cooperative agreement, Charles County, Maryland Medical Supplies Contract 22-42 (Attachment 1).

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Adoption Agreement

“Customer”

Name: _____
 Address: _____

 Attention: _____
 Telephone: _____
 E-mail: _____

“Company”

Bound Tree Medical, LLC
 5000 Bradenton Ave.
 Dublin, Ohio 43017-3520
 Attention: President

This Adoption Agreement is made this ____ day of _____, 2025 (the “Effective Date”) by and between Customer and Company. By entering into this Adoption Agreement, Customer hereby agrees to comply with the Charles County, Maryland Medical Supplies Contract, between Charles County, Maryland and Bound Tree Medical, LLC (“Charles County Medical Supplies Agreement”), bid number RFP 22-42, which has an effective date of July 1, 2025 and an expiration date of June 30, 2026 with three (3) additional one-year (1) renewals at the sole option of Charles County. Customers agree to comply with all terms and conditions of the Charles County Medical Supplies Agreement.

Customer shall be responsible for issuing its own purchase orders made pursuant to the Charles County Medical Supplies Agreement and shall pay all invoices within thirty (30) days of receipt. Customer warrants it will not request or accept lower-priced quotes from Company on any products otherwise available under the Charles County Medical Supplies Agreement.

Products sold by Company carry only those warranties provided by their manufacturers. This warranty shall apply to both products and equipment, if any, purchased pursuant to the Charles County Medical Supplies Agreement. THERE ARE NO OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY’S SOLE OBLIGATION AND CUSTOMER’S EXCLUSIVE REMEDY FOR BREACH OF ANY WARRANTY SHALL BE, AT COMPANY’S OPTION, TO REPAIR OR REPLACE THE PRODUCT, OR TO ISSUE A REFUND OR CREDIT.

Company and Customer may terminate this Adoption Agreement upon thirty (30) days’ notice to the non-terminating party. If Customer breaches any terms and conditions of this Adoption Agreement and/or the Charles County Medical Supplies Agreement, Company may, at its sole discretion, immediately terminate this Adoption Agreement.

This Adoption Agreement shall continue for the duration of the Charles County Medical Supplies Agreement. If the Charles County Medical Supplies Agreement is terminated prior to the end of its term, this Adoption Agreement will terminate upon thirty (30) days’ written notice to Customer. Any changes or modifications to the original language contained herein must be agreed upon in writing by the Company before this Adoption Agreement takes effect.

IN WITNESS WHEREOF, the Customer hereto caused this Adoption Agreement to be executed on its behalf by its duly authorized representative as set forth below.

Customer:

By: _____
 Name: _____
 Title: _____
 Date: _____



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jenifer Ellin
Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

July 12, 2022

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies

Delivery of Fully Executed Contract

Dear Mr. Gruenwald:

Enclosed, please find one (1) copy of the fully executed Contract for the above referenced project. All future correspondence and your point of contact for this project is Ms. Lori Cherry, Assistant Chief of EMS with the Department of Emergency Services or her designee.

All future coordination and authorizations required for implementing this project will come from her. Please direct all correspondence, questions, requests for payments, etc. to her. Her telephone number is 240-776-6662, and her e-mail is CherryL@CharlesCountyMD.gov.

The Commissioners wish to thank you for your proposal and look forward to working with you on this very important County project. Please contact me at SeidenY@CharlesCountyMD.gov or 301-645-0659 if you have any questions.

Sincerely,

Yaffa Seiden

Yaffa Seiden

Assistant Chief of Purchasing

YS:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*

Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

CONTRACT

THIS CONTRACT, made on Jul 12, 2022, by and between **BOUND TREE MEDICAL LLC**, hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discounts shown on the REVISED COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor's proposal dated **April 20, 2022** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for six (6) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

BOUND TREE MEDICAL LLC.

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): [Signature] (SEAL)

Corey Case - Senior Vice President, Marketing

Printed Name/Title:

06/30/2022

(Date)

5000 Tuttle Crossing Blvd.

(Address)

Dublin, Ohio 43016

(City, State, Zip Code)

(Secretary)

6/30/22

(Date)

(Witness)

6/30/2022

(Date)

(SEAL)
Bound Tree Medical
5000 Tuttle Crossing Blvd.
Dublin, OH 43016-2023

By: [Signature]

Reuben B. Collins, II, Esq., President

Jul 12, 2022

(Date)

Approved as to Form and Legal Sufficiency:

E. Wesley Adams III
E. Wesley Adams III (Jul 11, 2022 18:23 EDT)

Wes Adams, County Attorney

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

RFP 22-42 - REVISED COST PROPOSAL FORM - 220331

1. Offeror Information

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

Dublin, OH 43016

Company Formation Date: **2004**

FEIN#: **31-1739487**

By signing below, the offeror certifies the information provided in this section is accurate:

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

2. Conditions

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

By signing below, the offeror acknowledges and agrees to the conditions described in this section.

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM

3. Pricing

* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	\$ 459.90	Case	57.56%	\$ 195.18	35	\$ 6,831.30
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	\$ 1,029.99	Each	33.98%	\$ 680.00	20	\$ 13,600.00
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	\$ 42.99	Each	56.85%	\$ 18.55	65	\$ 1,205.75
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	\$ 1,349.00	Box	35.58%	\$ 869.00	75	\$ 65,175.00
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	\$ 10.11	Case	61.68%	\$ 3.87	45	\$ 174.32
A6	Glucagon 1mg, 1ml, vial kit with sterile water	\$ 282.99	Each	49.73%	\$ 142.25	240	\$ 34,140.00
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	\$ 151.99	Pack	30.64%	\$ 105.42	100	\$ 10,542.00
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	\$ 739.90	Case	38.30%	\$ 456.50	10	\$ 4,565.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A9	Nasal Narcan Spray 4mg	\$ 62.50	Each	27.71%	\$ 45.18	75	\$ 3,388.77
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	\$ 997.00	Case	82.33%	\$ 176.18	50	\$ 8,808.84
A11	Supraglottic Airway kit	\$ 55.99	Each	41.97%	\$ 32.49	25	\$ 812.25
A12	IV Solution lactated ringers 500ml bags	\$ 329.00	Case	79.77%	\$ 66.57	30	\$ 1,997.07
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	\$ 39.99	Each	53.61%	\$ 18.55	60	\$ 1,113.00
A14	IV Catheter, Clearsafe comfort all sizes	\$ 99.95	Case	57.63%	\$ 42.35	65	\$ 2,752.86
A15	Ketamine, 10ml vial	\$ 211.99	Box	59.99%	\$ 84.82	20	\$ 1,696.40
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	\$ 699.99	Pack	49.46%	\$ 353.75	25	\$ 8,843.75
A17	Glucose test strips	\$ 17.29	Box	47.72%	\$ 9.04	125	\$ 1,130.00
A18	IV Solution, Dextrose:						
A18.1	Dextrose 5%, 100mL bag	\$ 509.00	Case	49.12%	\$ 259.00	100	\$ 25,900.00
A18.2	Dextrose 10%, 250mL bag	\$ 278.16	Case	77.91%	\$ 61.44	100	\$ 6,144.00
A19	Verapamil Vial:						
A19.1	5mg vial	\$ 1,549.75	Each	41.99%	\$ 899.00	20	\$ 17,980.00
A19.2	10mg vial	\$ 290.00	Each	36.20%	\$ 185.03	20	\$ 3,700.64

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A20	Amiodarone Vial: 50mg/mL vial	\$ 121.99	Each	59.38%	\$ 49.55	10	\$ 495.50
A21	Fentanyl: 100 mcg/mL vial	\$ 67.99	Box	45.59%	\$ 36.99	70	\$ 2,589.30
A22	Epinephrine 1:1000 1ml	\$ 240.00	Each	47.27%	\$ 126.56	25	\$ 3,164.07
A23	Ketamine, 20ml vial	\$ 549.90	Each	54.42%	\$ 250.66	40	\$ 10,026.36
A24	IV extension set	\$ 196.00	Box	56.63%	\$ 85.00	25	\$ 2,125.00
A25	IV administration set: 10gtt set, two Y sites	\$ 174.50	Box	67.91%	\$ 56.00	25	\$ 1,400.00
A26	Automatic BP Cuff for LP 15:						
A26.1	Pediatric	\$ 8.79	Each	63.37%	\$ 3.22	60	\$ 193.20
A26.2	Adult	\$ 44.79	Each	49.56%	\$ 22.59	60	\$ 1,355.40
A26.3	Large Adult	\$ 8.79	Each	44.37%	\$ 4.89	60	\$ 293.40
A27	Endotracheal tube:						
A27.1	Size 2.0 - 5.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A27.2	Size 5.0 - 10.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A28	Diphenhydramine 50mg/ 1ml vial	\$ 60.50	Box	52.20%	\$ 28.92	15	\$ 433.80
A29	Albuterol 0.083%, 2.5mg/3ml	\$ 10.19	Box	71.34%	\$ 2.92	25	\$ 73.00

A. BASE PROPOSAL ITEMS								
1	2	3	4	5	6	7	8	
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price	
A30	Midazolam 5mg/1ml	\$ 77.99	Box	84.41%	\$ 12.16	10	\$ 121.60	
A31	EKG paper for LP15	\$ 299.40	Case	62.53%	\$ 112.20	15	\$ 1,683.00	
A32	Hypodermic Needles w/shielding mechanism:							
A32.1	18g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22	
A32.2	21g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25	
A32.3	22g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25	
A32.4	25g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22	
A33	TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32)							\$ 246,259.51

**Estimated Quantities (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature 

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B1	3M Healthcare	30.00%
B2	Abbott	30.00%
B3	ADI Medical	30.00%
B4	Allied HealthCare	30.00%
B5	AMBU	30.00%
B6	American Diagnostic Corp.	30.00%
B7	Ansell	30.00%
B8	B. Braun Medical	30.00%
B9	Baxter	30.00%
B10	Becton Dickinson	30.00%
B11	Briggs Healthcare	30.00%
B12	Cardiac Science	30.00%
B13	Cardinal Health	30.00%
B14	Care Fusion	30.00%
B15	Combat Medical	30.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B16	ConMed	30.00%
B17	Conterra	30.00%
B18	Curaplex(incl. Evalve Med and Tri-Anim Heath Services)	30.00%
B19	Duka Corp.	30.00%
B20	Dynarex Corp.	30.00%
B21	Ecolab	30.00%
B22	H&H Associates	30.00%
B23	Hartwell	30.00%
B24	Hawkpacks	30.00%
B25	Healthmark	30.00%
B26	Honeywell	30.00%
B27	Intersurgical Inc.	30.00%
B28	JtPosey	30.00%
B29	Laerdal	10.00%
B30	Lightning Storm	30.00%
B31	Masimo	30.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B32	Medical Device International	30.00%
B33	Medline Industries	30.00%
B34	Medsource Int.	30.00%
B35	Medtronic (Incl. Covidien, Kendall, and Nellcor)	30.00%
B36	Meret Oxygen Products	30.00%
B37	Metrex	30.00%
B38	Morrison Medical	30.00%
B39	Mylan	30.00%
B40	Nasco International	30.00%
B41	NeoTech	30.00%
B42	North American Rescue	30.00%
B43	Owens and Minor	30.00%
B44	Parent Production	30.00%
B45	Pelican Products	30.00%
B46	Persys	30.00%
B47	Pharmaceuticals	15.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B48	Philips	30.00%
B49	Phillips	30.00%
B50	Propak	30.00%
B51	Pulmodyne	30.00%
B52	Safetec	30.00%
B53	Simulaid	10.00%
B54	Smith Medical	30.00%
B55	SSCOR	10.00%
B56	Stat Packs	30.00%
B57	Stryker	30.00%
B58	Sun Med	30.00%
B59	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	30.00%
B60	UCAP IT (software excluded)	See Percent Off Sheet
B61	Welch Allyn	30.00%
B62	Westmed	30.00%

**** Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**

The undersigned has caused this proposal pricing Section B to be executed as of the date indicated below:

Signature 

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jenifer Ellin
 Director

Phone | 301-645-0570
 Fax | 301-645-0505
 Email | DFS@CharlesCountyMD.gov

June 1, 2023

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies

Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2023 through June 30, 2024. This is the 1st of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

Shanna Reese
 Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)

 7/6/2023
Acknowledges: _____ Date _____

Printed Name/Title

SHAWN SAYLOR / CFO

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Draft Renewal

Final Audit Report

2023-06-01

Created:	2023-06-01 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfD9ZtMRF-c3ffT4xoBGSDVlaEP0sgTZ

"22-42 Bound Tree - Draft Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2023-06-01 - 10:14:33 AM EDT- IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2023-06-01 - 10:15:03 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2023-06-01 - 11:07:03 AM EDT- IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2023-06-01 - 11:07:24 AM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.
2023-06-01 - 11:07:24 AM EDT



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

April 10, 2024

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2024 through June 30, 2025. This is the 2nd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please keep a valid Certificate of Insurance on file with Purchasing in accordance with the subject RFP during the performance period of this renewal. *Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period.*

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

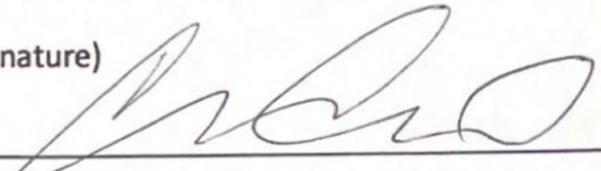
Sincerely,

A handwritten signature in black ink that reads "Shanna Reese".

Shanna Reese
Chief of Purchasing

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)



7/1/24

Acknowledges:

_____ Date

Printed Name/Title

Corey Case, Chief Marketing Officer

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Renewal

Final Audit Report

2024-04-09

Created:	2024-04-09 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMITt9iP4F3xcYg1HvVnn1YGlivefTLPb

"22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2024-04-09 - 3:28:50 PM EDT - IP address: 167.102.160.10
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2024-04-09 - 3:29:14 PM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2024-04-09 - 3:47:27 PM EDT - IP address: 104.47.64.254
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2024-04-09 - 3:48:53 PM EDT - Time Source: server- IP address: 167.102.160.10
-  Agreement completed.
2024-04-09 - 3:48:53 PM EDT



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jacob Dyer
Acting Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

May 8, 2025

Steve Gruenwald, Account Manager

“SENT VIA EMAIL”

Bound Tree Medical, LLC.

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com; christopher.fyffe@boundtree.com; steven.grunewald@boundtree.com

Re: RFP 22-42, Medical Supplies
Contract Renewal

Dear Mr. Gruenwald:

This notice is to inform you that your contract to provide Medical Supplies for Charles County Government is being renewed. The renewal will extend the term for one (1) year resulting in a new term of July 1, 2025 through June 30, 2026. This is the 3rd of six (6) additional one-year renewals, which may be granted at the sole option of the County, in accordance with the RFP.

Please return with the signed renewal a valid **Certificate of Insurance** in accordance with the subject RFP during the performance period of this renewal. Certificates must name The County Commissioners of Charles County as an additional named insured, reference the solicitation name and number, and have an ending date that covers the entire contract term or extension period. **Purchasing cannot accept and process your firm's renewal until a current COI is provided. Failure to provide and continue in force such insurance may be considered default of the contract terms and the County may cease utilizing services with your firm until corrected or other actions as defined in the Contract.**

Please sign one copy and return to this office by email to PurRecep@CharlesCountyMD.gov and keep one copy for your files. If you are not authorized to sign on behalf of your organization please forward to the individual that is authorized to sign.

The County appreciates the service you have provided during the course of this Contract and looks forward to a continued amicable relationship. Feel free to contact me at ReeseS@CharlesCountyMD.gov should you have any questions.

Sincerely,

Shanna Reese
Chief of Purchasing

May 8, 2025

By signing this contract renewal notice Bound Tree Medical, LLC. acknowledges renewal of this contract for a term of one (1) year in accordance with all terms, conditions, and specifications of the RFP.

By (Signature)

Corey Case

Corey Case (Jun 20, 2025 11:29 EDT)

Jun 20, 2025

Acknowledges: _____

_____ Date

Printed Name/Title

Corey Case / Chief Marketing Officer

SR:mb

cc: Michelle Lilly, *Director, Department of Emergency Services*
Lori Cherry, *Assistant Chief of EMS & Special Operations Division*

22-42 Bound Tree - Renewal

Final Audit Report

2025-05-08

Created:	2025-05-08 (Eastern Daylight Time)
By:	Mary Beth Scott (scottmb@charlescountymd.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIPG_utHWcUpyRt5u1G3_YOSsgwAEyPdH

"22-42 Bound Tree - Renewal" History

-  Document created by Mary Beth Scott (scottmb@charlescountymd.gov)
2025-05-08 - 8:36:37 AM EDT
-  Document emailed to Shanna Reese (reeses@charlescountymd.gov) for signature
2025-05-08 - 8:36:54 AM EDT
-  Email viewed by Shanna Reese (reeses@charlescountymd.gov)
2025-05-08 - 8:38:24 AM EDT
-  Document e-signed by Shanna Reese (reeses@charlescountymd.gov)
Signature Date: 2025-05-08 - 8:45:51 AM EDT - Time Source: server
-  Agreement completed.
2025-05-08 - 8:45:51 AM EDT

22-42 Bound Tree - Renewal to Vendor - 250508

Final Audit Report

2025-06-20

Created:	2025-06-20
By:	Dwight Lowry (dwight.lowry@boundtree.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAakhIPR0WJXEhGAVhbhzi7xwFE4QCmYJv_

"22-42 Bound Tree - Renewal to Vendor - 250508" History

-  Document created by Dwight Lowry (dwight.lowry@boundtree.com)
2025-06-20 - 2:59:16 PM GMT
-  Document emailed to corey.case@sarnova.com for signature
2025-06-20 - 3:00:52 PM GMT
-  Email viewed by corey.case@sarnova.com
2025-06-20 - 3:28:55 PM GMT
-  Signer corey.case@sarnova.com entered name at signing as Corey Case
2025-06-20 - 3:29:40 PM GMT
-  Document e-signed by Corey Case (corey.case@sarnova.com)
Signature Date: 2025-06-20 - 3:29:42 PM GMT - Time Source: server
-  Agreement completed.
2025-06-20 - 3:29:42 PM GMT

Amendment to Contract RFP No. 22-42 Medical Supplies

This Amendment (“Amendment”) is made and entered into by and between Charles County, Maryland (“County”) and Bound Tree Medical, LLC (“Contractor”) and is intended to modify the existing agreement under RFP No. 22-42 Medical Supplies (“Contract”).

WHEREAS, the County and Contractor entered into a Contract for the provision of medical supplies pursuant to RFP No. 22-42; and

WHEREAS, the parties desire to amend the Contract to incorporate certain modifications to better reflect updated procurement and operational needs;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties agree to amend the Contract as follows:

1. Contract Modifications

Pricing Structure: Updated pricing schedule to reflect revised unit costs. See attached Exhibit A.

Federal Grant Compliance: Contractor shall comply with all applicable federal grant requirements, including but not limited to:

- 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Nondiscrimination – Compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.
- Recycled Products – Preference for products containing recycled materials as required under EPA guidelines.
- Clean Air Act and Federal Water Pollution Control Act – Adherence to applicable standards and reporting requirements.
- Debarment and Suspension – Certification that the Contractor is not presently debarred, suspended, or otherwise excluded from participation in federal programs.
- Byrd Anti-Lobbying Amendment – Certification regarding lobbying activities in connection with federal funds.
- Telecommunications Restrictions – Compliance with Section 889 of the National Defense Authorization Act (NDAA), prohibiting use of covered telecommunications equipment or services (e.g., Huawei, ZTE).
- Whistleblower Protections – Adherence to protections for employees reporting fraud, waste, or abuse under federal awards.
- Domestic Preference – Preference for procurement of U.S.-made goods and products as outlined in 2 CFR § 200.322.

Web-Based Ordering System: Contractor shall provide and maintain a secure, user-friendly web-based ordering platform that allows authorized County personnel to place orders, track shipments, view order history, and access product information.

Emergency Support and Disaster Recovery: Contractor shall maintain capabilities to support emergency response and disaster recovery operations, including priority fulfillment, rapid deployment of supplies, and coordination with County emergency management personnel.

Cooperative Use Clause: This Contract may be extended, with the consent of the Contractor, to other public entities or agencies within the State of Maryland or other jurisdictions. Such entities may purchase goods and services under the terms, conditions, and pricing of this Contract, provided that all cooperative purchases are made in accordance with applicable laws and regulations. The Contractor shall have the right to accept or decline participation by other entities.

2. Effective Period

This Amendment shall be incorporated into the Contract as of the date of final signature and shall remain in effect for the duration of the Contract, including any renewal periods exercised under the original agreement.

3. No Other Changes

Except as expressly modified by this Amendment, all other terms and conditions of the original Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the dates below.

Charles County, Maryland

By: Lori Jacobs

Name: Lori Jacobs

Title: Chief, EMS & SOD

Date: 10/29/25

Bound Tree Medical, LLC

By: Corey Case

Name: Corey Case

Title: Chief Marketing Officer

Date: 10/30/2025

Exhibit A Catalog Discount Offering

Item No.		Current Discount	Updated Discount
B1	3M HEALTHCARE	30%	42%
B2	ABBOTT	30%	60%
B3	ADI MEDICAL	30%	40%
B4	ALLIED HEALTHCARE	30%	42%
B5	AMBU	30%	30%
B6	AMERICAN DIAGNOSTIC CORP.	30%	53%
B7	ANSELL	30%	35%
B8	B. BRAUN MEDICAL	30%	30%
B9	BAXTER	30%	30%
B10	BECTON DICKINSON	30%	30%
B11	BRIGGS HEALTHCARE	30%	No Longer Carried
B12	CARDIAC SCIENCE	30%	30%
B13	CARDINAL HEALTH	30%	44%
B14	CARE FUSION	30%	No Longer Carried
B15	COMBAT MEDICAL	30%	No Longer Carried
B16	CONMED	30%	47%
B17	CONTERRA	30%	37%
B18	CURAPLEX(INCL. EVALUE MED AND TRI-ANIM HEATH SERVICES)	30%	46%
B19	DUKAL CORP.	30%	44%
B20	DYNAREX CORP.	30%	47%
B21	ECOLAB	30%	40%
B22	H&H ASSOCIATES	30%	Updated to Safeguard Medical
B23	HARTWELL	30%	35%
B24	HAWKPACKS	30%	30%
B25	HEALTHMARK	30%	30%
B26	HONEYWELL	30%	30%
B27	INTERSURGICAL INC.	30%	32%
B28	JTPOSEY	30%	Updated to TIDI
B29	LAERDAL	10%	11%
B30	LIGHTNING STORM	n/a	n/a
B31	MASIMO	30%	30%
B32	MEDICAL DEVICE INTERNATIONAL	30%	45%
B33	MEDLINE INDUSTRIES	30%	47%
B34	MEDSOURCE INT.	30%	37%
B35	MEDTRONIC (INCL. COVIDIEN, KENDALL, AND NELLCOR)	30%	37%
B36	MERET OXYGEN PRODUCTS	30%	30%
B37	METREX	30%	30%
B38	MORRISON MEDICAL	30%	50%
B39	MYLAN	30%	No Longer Carried
B40	NASCO INTERNATIONAL	30%	30%
B41	NEOTECH	30%	42%
B42	NORTH AMERICAN RESCUE	30%	37%
B43	OWENS AND MINOR	30%	30%
B44	PARENT PRODUCTION	30%	46%
B45	PELICAN PRODUCTS	30%	44%
B46	PERSYS	30%	Updated to Safeguard Medical
B47	PHARMACEUTICALS	15%	15%
B48	PHILIPS	30%	35%
B49	PHILLIPS	30%	35%
B50	PROPAK	30%	32%
B51	PULMODYNE	30%	30%
B52	SAFETEC	30%	30%
B53	SIMULAIDS	10%	10%
B54	SMITH MEDICAL	30%	Updated to ICU Medical
B55	SSCOR	10%	18%
B56	STAT PACKS	30%	30%

Exhibit A Catalog Discount Offering

Item No.		Current Discount	Updated Discount
B57	STRYKER	30%	30%
B58	SUN MED	30%	Updated to Airline
B59	TELEFLEX (INCL. PYNG, RUSCH, TORY, AND WOLF)	30%	45%
B60	UCAP IT (SOFTWARE EXCLUDED)	10%	10%
B61	WELCH ALLYN	30%	42%
B62	WESTMED	30%	Updated to Airline
Additions	AIRLIFE		37%
Additions	ARKRAY		28%
Additions	EMS INNOVATIONS		25%
Additions	FERNO WASHINGTON		10%
Additions	ICU MEDICAL		30%
Additions	INNOVATIVE HEALTHCARE		30%
Additions	IRON DUCK INC.		15%
Additions	MASTER MEDICAL EQUIPMENT		15%
Additions	MERCURY MEDICAL		15%
Additions	NONIN		22%
Additions	SAFEGUARD MEDICAL		30%
Additions	SAFETY INTERNATIONAL		30%
Additions	SAM MEDICAL		30%
Additions	TAYLOR HEALTHCARE PRODUCTS		15%
Additions	TIDI PRODUCTS, LLC		30%
Additions	UE MEDICAL DEVICES INC.		15%
Additions	ZOLL		15%
Additions	MANUFACTURERS NOT LISTED		25%

Exclusions:

CONSULTING SERVICES
EQUIPMENT RENTALS
EQUIPMENT SERVICE REPAIR PARTS
NARCOTICS CABINETS, PARTS, ACCE
PREVENTATIVE MAINTENANCE
SERVICE CONTRACTS
INVENTORY MANAGEMENT SOFTWARE & PARTS

CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
Purchasing Division
Phone: 301-645-0656



NOTICE TO OFFERORS
REQUEST FOR PROPOSALS NO. 22-42

MEDICAL SUPPLIES

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified contractors to provide medical supplies on an on-call as needed basis. Solicitation documents may be obtained on the County Bid Board located at www.CharlesCountyMD.gov. Click on “Business”, and then “Online Bid Board”.

This solicitation is subject to the Small Local Business Enterprise Program (SLBE), in which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program. Minority Business Enterprises are encouraged to respond to this solicitation.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposals received when such waiver is in the best interest of Charles County. Charles County Government is an Equal Opportunity Employer.

Shanna Reese
Chief of Purchasing

Publish one (1) time

Issue of **March 25, 2022**



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

RFP Number: 22-42

RFP Title: Medical Supplies

Description of Work:

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to provide medical supplies on an as-needed basis.

Date of Issuance:

03/17/2022

Proposal Delivery Address:

Charles County Government, Purchasing Division
Attn: Yaffa Seiden, *Assistant Chief of Purchasing*
200 Baltimore Street, Room #B130
La Plata, MD 20646

Sole Point of Contact /Purchasing Representative Information:

Name & Title: Yaffa Seiden, *Assistant Chief of Purchasing*
Email: SeidenY@CharlesCountyMD.gov

Solicitation Events

Pre-Proposal Meeting: Not Applicable Optional Mandatory Refer to **Part A, Section 1.5.1**

Registration: 03/29/2022 before 12:00 p.m. Eastern Time (ET)

Date & Time: 03/30/2022 @ 10:00 a.m. ET

Location: Virtual

Last Day for Questions: 04/07/2022 before 8:00 a.m. ET Refer to **Part A, Section 1.5.2**

Proposal Due Date: 04/22/2022 before 11:00 a.m. ET Refer to **Part A, Section 1.5.3**

Technical Proposal Submission Package ~ Do Not Include Any Cost Information

Technical Proposal Item Descriptions: Refer to Part A, Section 1.3

Complete Quantities: Four (4) unbound copies & One redacted copy, if redaction requested

Technical Proposal Package:	<input checked="" type="checkbox"/> Tab 1 – Project Understanding	<input checked="" type="checkbox"/> Tab 5 – Disaster Recovery Plan
	<input checked="" type="checkbox"/> Tab 2 – Organizational Structure	<input checked="" type="checkbox"/> Tab 6 – Assumptions & Expectations
	<input checked="" type="checkbox"/> Tab 3 – Company Profile	<input checked="" type="checkbox"/> Tab 7 – Existing Users
	<input checked="" type="checkbox"/> Tab 4 – Ordering/Software	<input checked="" type="checkbox"/> Tab 8 – Additional Items

Original Proposal Submission Package

Original Proposal Item Descriptions: Refer to Part A, Section 1.4

Complete Quantities: One unbound original, & One unbound copy, & One redacted copy, if redaction requested

Original Proposal Package:	<input checked="" type="checkbox"/> Cost Proposal Form	<input checked="" type="checkbox"/> Proposed Sub-Contractors Form
	<input checked="" type="checkbox"/> Reference Form - 5	<input type="checkbox"/> SLBE Certification Form (if applicable)
	<input checked="" type="checkbox"/> Addendum Certification Form	<input type="checkbox"/> Official Letter of SLBE Intent (if applicable)
	<input checked="" type="checkbox"/> Non-Collusion Affidavit	<input type="checkbox"/> Licenses and Certifications
	<input checked="" type="checkbox"/> MBE Utilization Affidavit Form	<input type="checkbox"/> Bid Bond

Provision Requirements

Insurance: Refer to **Part C** **Evaluation Details:** Refer to **Part A, Section 2.0**

General Provisions: Refer to **Part A, Section 4.0**

Contract Term: Refer to **Part A, Section 3.2**
Beginning the day, the contract is executed by the County through June 30, 2023, with six (6) one-year optional renewals at the sole option of the County.

Price Adjustment: Yes, Refer to **Part A, Section 3.3** Not Applicable

CCG MBE/SLBE Contact: Economic Development Department at (301) 885-1340 x2202

MBE/SLBE Directory: <http://www.meetcharlescounty.com/local-minority-business-programs/>

MBE Goal: Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2** Not Applicable/Exempt

SLBE Program Applicable: Yes, Refer to **Part A, Section 1.4.3** Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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PART C – INSURANCE

PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

1.0 PROPOSAL INSTRUCTIONS

1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 22-42 – Forms – 220317.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

1.3.1 Technical Proposal Package Content

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. Tab 1 – Project Understanding:
Briefly provide a summary of the proposal stating the offeror's understanding of the requirements.
2. Tab 2 – Organizational Structure:
Offerors shall provide an organization chart both graphically and in narrative format, that provides a description of the Offeror's proposed organizational structure for this project. The organizational chart shall depict the relationship of its key personnel roles and other key members of the management team. The organizational chart shall provide the names of the proposed staff for each position on the chart along with their certifications.

3. Tab 3 – Company Profile:
Offerors shall provide a company profile of company locations and services provided at those locations.
4. Tab 4 – Ordering/Software:
 - a) Describe your software technology ordering process such as how users are added, how approvers are set up, and so on.
 - b) Describe the information that is listed in your software solution such as provides list pricing, contract percent discount, extended price, etc.
 - c) Describe your training plan and process.
 - d) Describe ordering process, software solution, etc.
 - e) Describe product delivery process & include the number of calendar days it will take an order to ship for in stock and out of stock (backordered) items.
 - f) Describe product error corrective action plan
 - g) Describe timeline between when orders are placed to when they are delivered & backorder procedures
 - h) Describe reports
 - i) Describe the products available
5. Tab 5 – Disaster Recovery Plan:
Describe your disaster recovery plan. Provide examples when disaster recovery plan was utilized, how long it was used, how it was initiated, etc.
6. Tab 6 – Assumptions & Expectations:
Provide all key assumptions you are making. List all expectations of County involvement for successful execution of your solution.
7. Tab 7 – Existing Users:
Provide a list of existing government entities you are providing similar services for. Include at minimum, the state, city, and time services have been provided. Explain how they align to the requirements listed in this RFP solicitation document.
8. Tab 8 – Additional Items:
Other information you think is important for consideration in the evaluation of proposals.

1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All blank spaces of the form shall be fully completed in legible ink or typewritten.

If the Offeror is not bidding on an item on the *Cost Proposal Form*, the Offeror shall notate that by writing "N/A" in the Total Price or Percentage Discount columns.

The Offeror shall provide pricing and percentage discount as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, shipping, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%).

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall

be noted by reference and appended to the *Cost Proposal Form*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form

This form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.

1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent – Refer to Summary Sheet Regarding Applicability

If marked “Applicable” on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

1.4.4 Reference Form

Offerors shall be required to complete and submit the *Reference Form*. Offerors shall demonstrate at least five (5) years of experience and provide service summaries for a minimum of five (5) representative services over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative services shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- a) Provided medical supplies on an as needed basis

1.4.5 Addendum Certification Form

Offerors shall be required to complete and submit the Addendum Certification Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.6 Proposed Sub-Contractors Form

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.7 Non-Collusion Affidavit

Offerors shall be required to complete and submit the Non-Collusion Affidavit Form.

1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)

1.5.1 Pre-Proposal Meeting

Firms must register in advance to attend the pre-proposal meeting. To register, email the *Purchasing Representative* specified on the *Summary Sheet* their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County’s Bid Board. Refer to the *Summary Sheet* for registration, date and time, and location

information.

1.5.2 Last Day for Questions

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

1.5.3 Proposals Due to County

Proposals shall be submitted to the County as stated on the *Summary Sheet*. There shall be no public opening of proposals.

1.6 OFFEROR CERTIFICATION OF ACCEPTANCE

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP or any Appendices* is made part of this solicitation package.

1.7 INCURRING COSTS

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.9 ALTERNATE OFFERS

Offerors must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

1.10 "OR EQUAL" INTERPRETATIONS

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

1.11 OFFEROR INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.12 SOLE POINT OF CONTACT

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

1.13 QUESTIONS

All inquiries concerning technical or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at www.CharlesCountyMD.gov. Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

1.16 ERRORS

Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

1.17 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in “Good Standing” with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in “good standing” with the State of Maryland Department of Assessments and Taxation.

1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

1.20 NOTIFICATIONS

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
 - a. UPS or FedEx or other delivery service; or
 - b. USPS first class postage mail; or
 - c. USPS certified, or
 - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

1.21 NEGOTIATIONS

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

2.1 RESPONSIVENESS REVIEW

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

2.2 EVALUATION CRITERIA

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	Project Understanding/Experience	15
2	Processing Time/Delivery Time	15
3	Software Technology	10
4	Price (TBD)	60
TOTAL POINTS		100

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

2.3 EVALUATION

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

3.1 AWARD OF CONTRACT

The County anticipates awarding one primary offeror and may award to additional offeror(s) as determined to be in the best interest of the County.

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price (**Item A33**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County.

3.2 TERM OF CONTRACT

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County through June 30, 2023, with six (6) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one or more firms. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project

includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

3.7 DEFAULT AND SUSPENSION

If a Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror /Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

3.8 OFFEROR/AWARD PROTESTS

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
 - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of offeror's proposal, notification of removal of offeror from consideration, etc.) is known or should have been known, whichever is earlier.
 - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" offerors.
 - iii. If offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
 - iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
 - Charles County Government
 - ATTN: Chief of Purchasing,
 - Purchasing Division (Room B130)
 - 200 Baltimore Street,
 - La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the

filing fee to the protesting offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

- d) Only an offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

3.9 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

3.10 ASSIGNMENT OF CONTRACT

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

3.11 SUBCONTRACTORS

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

3.12 NEWS RELEASE

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

3.14 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

3.15 HOLIDAY SCHEDULE

The following holidays are observed by the County:

New Year’s Day	Independence Day
Martin Luther King Jr’s Birthday	Labor Day
*Lincoln’s Birthday	Columbus Day

Washington’s Birthday	Veterans Day
*Maryland Day	Election Day (When Applicable)
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.	

4.0 GENERAL PROVISIONS

Any provision specified in this section and addressed elsewhere in the solicitation; *Part B* shall supersede.

4.1 DEFINITIONS:

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful offerors, covering the performance of the work and the furnishing of materials required for this project. The contract shall include: A conventional contract or award letter, instructions to offerors, solicitation, specifications and scope of work, special provisions, general provisions, any other addenda, or written instructions pertaining to the method and manner of performing the work, and the Offeror’s proposal.

CONTRACTING OFFICER: The Director of Using Department and includes a duly appointed successor or authorized representative.

CONTRACTOR: The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown in the specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

INSTRUCTIONS TO OFFERORS: Information explaining the procurement process, significant dates, and bidding requirements.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

SPECIAL PROVISIONS: Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS/SCOPE OF WORK: The written or printed agreements and instructions pertaining to the performance of the work to be performed, and/or the quantity and quality of the work/materials to be furnished under the contract.

4.2 INDEMNIFICATION CLAUSE:

The Contractor shall protect, hold free and harmless, defend, and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents, and employees.

4.3 GOVERNING LAW:

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

4.4 PAYMENT OF TAXES:

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

4.5 SPECIFICATIONS AND DRAWINGS (NOT APPLICABLE)

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

4.6 CHANGES:

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
- (1) In the specifications (including drawings and design);
 - (2) In the method or manner of performance of the work;
 - (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.
- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.7 CHANGE ORDERS:

- A. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.
- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
 - (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other

general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. Reduced Costs:

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

4.8 DIFFERING SITE CONDITIONS: (NOT APPLICABLE)

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.9 TERMINATION OF CONTRACT FOR CONVENIENCE:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and
- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.10 TERMINATIONS FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS:

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
 - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

4.11 PAYMENTS TO CONTRACTOR:

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

- C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

4.12 MATERIAL AND WORKMANSHIP:

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

4.13 SUPERINTENDENCY BY CONTRACTOR: (NOT APPLICABLE)

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

4.14 PERMITS AND RESPONSIBILITIES:

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

4.15 CONDITIONS AFFECTING THE WORK:

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

4.16 OTHER CONTRACTS:

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

4.17 PATENT INDEMNITY:

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

4.18 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.19 EQUAL OPPORTUNITY:

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 or pay or other forms of compensation; and selection for training, including apprenticeship.

- B. 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, or national origin.
- C. 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 by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

4.20 SUSPENSION OF WORK:

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.21 SUBCONTRACTORS:

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

4.22 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS:

The CONTRACTOR must make payment to any sub-contractor or contractor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or contractor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

4.23 SPECIFICATIONS, STANDARDS, AND FORMS:

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

4.24 WORKING HOURS PER DAY:

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

4.25 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

4.26 CONTRACTOR RESPONSIBLE FOR OVERTIME COST:

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff Actual Cost of Staff
Miscellaneous.....Actual Cost of Staff
OtherActual Cost of Staff

4.27 EMERGENCY WORK:

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

4.28 OPERATING AND RESTORATION: (NOT APPLICABLE)

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

4.29 WORK STOPPAGE BY THE COUNTY:

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

4.30 SAFETY AND HEALTH: (APPLICABLE AS APPLIES TO SERVICES BEING PROCURED)

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

4.31 INSURANCE:

A. Worker's Compensation:

Prior to executing the CONTRACT, the CONTRACTOR shall furnish compensation insurance for employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State of Maryland, and shall give proof of such insurance satisfactory to the CONTRACTING OFFICER.

B. Liability:

Insurance provided shall be in accordance with
PART C

4.32 ADVERTISING:

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

4.33 FEDERAL, STATE, AND LOCAL TAXES:

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

4.34 INSPECTION AND ACCEPTANCE OF WORK: (NOT APPLICABLE)

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

4.35 ERRORS AND OMISSIONS:

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

4.36 INTENT OF DOCUMENTS:

It is the spirit and intent of these documents, specifications, and of any drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general industry standards. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

4.37 DISPUTES:

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.
The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

4.38 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the Proposer/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

* * * * * END OF GENERAL PROVISIONS * * * * *

PART B – SPECIAL PROVISIONS

1.0 GENERAL

1.1 BACKGROUND

The primary purpose of this procurement is to have Contractor(s) provide and deliver medical, health and safety, surgical, and first aid related equipment, supplies, accessories, and services on an “as-needed” basis. As described herein these services are on an as-needed basis with no minimum quantity guaranteed. The contract(s) resulting from this solicitation will have no monetary value.

1.2 OPEN MARKET

Charles County Government reserves the right to obtain service from Contractors or suppliers other than the Contractor if the estimated cost of the service or parts, materials, and equipment appears unreasonable or on any emergency basis. Using other Contractors shall not void the conditions of this Contract, nor shall it hold the Contractor liable for any additional costs assumed by Charles County Government by procuring on the open market.

2.0 SCOPE OF SERVICES

2.1 PRODUCTS

The County reserves the right to add or delete items available on the contract. The Contractor shall ensure high quality of goods that are new and unused unless otherwise requested by the County. Factory seconds or remanufactured products will not be accepted unless specifically requested by the County in writing. All products provided by the company must meet all Federal, State, and Local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the County.

2.2 PRODUCTS AUTHENTICITY

The Contractor shall purchase goods directly from the original manufacturer of such products or from authorized distributors of such products that provide the distribution channel(s) and chain of custody of the products (the “Tracking Report”). The Tracking Report will track the source of the product back to the original manufacturer and authenticate the distribution process in a manner similar to pedigree tracking systems for pharmaceutical products. Distributor shall provide the Tracking Report for each Product upon request by and shall provide security and control systems to protect against Product tampering. Distributor represents that any Tracking Report it prepares is accurate and in full compliance with state and federal regulations.

2.3 CUSTOMER SERVICE & REQUIREMENTS

The Contractor(s) shall have a 24-hour “on-call” emergency number for emergency situations that the County can call and speak with someone. There shall be no separate cost to the County for this service. The Contractor shall also:

1. Have two (2) full time local outside sales representation in Maryland
2. Be FDA and ISO certified Kitting facility
3. Attend regularly scheduled meetings (on-site or virtual as requested by the County)
4. Have a full line distributor able to process pharmaceuticals including Class 2 & 4 items as well as pedigree products
5. Provide County staff training for new products for all work shift intervals
6. Be authorized distributor for all products
7. Provide recall information for all products
8. Maintain a warehouse with one hundred fifty (150) miles of the County delivery location stated in *Part B, Section 2.5.2*
9. Have a proven and sustainable disaster recovery plan
10. Be a Verified Accredited Wholesale Distributor (VAWD)

2.4 ONLINE ORDERING/SOFTWARE REQUIREMENTS

The County shall utilize purchase orders or small procurement cards to place orders in accordance with County purchasing code. There shall be no minimum ordering requirements. Simplified ordering of Class II Pharmaceuticals through the County’s secure e-222 Controlled Substances Ordering System (CSOS) without the supporting paper CEA Form 222.

1. The Contractor(s) must be integrated with Operative IQ that shall allow for online ordering
2. Integration shall include expiration date and lot numbers
3. Integration shall allow for orders to be submitted directly to supplier
4. Integration shall provide product availability and pricing
5. Integration shall provide product expiration date and lot numbers for lot tracked items
6. The Primary Contractor shall provide the County with Operative IQ Narcotic Module for twelve (12) months at no charge
7. The solution shall show at minimum the item number, item description, item list price, item contract discount, and extended price
8. Allows multiple authorized users access to place orders
9. Allows items to be added/deleted
10. Prepare and generate reports including at minimum:
 - i. Order history
 - ii. Totals by product
 - iii. Monthly, quarterly, yearly order and expenditure reports
 - iv. Backorder items
 - v. Refunds
11. Online catalog with clear item description and photos
12. Clear description of the unit of measure the item is sold (e.g. each, pack, etc.)
13. Have an ordering approval process where one County employee can enter an order and will route for approval from another County employee
14. Include order specific information such as when an item was ordered, shipped, & received
15. Provide historical information such as order history, invoice history, etc.

2.5 DELIVERY OF GOODS

The County reserves the right to cancel an order and/or refuse delivery acceptable if the items ordered are not furnished timely.

2.5.1 Shipping

The Contractor(s) shall ship all in stock items within twenty-four (24) hours of an order being placed. If an item is on backorder or not an in-stock item, the Contractor (s) shall notify the County representative within twenty-four (24) hours from identifying the problem. All orders shall include a shipping receipt that shall include at minimum, the following information:

1. Contractor’s Name
2. Purchase Order # or State “Small Procurement Card Purchase”
3. RFP #
4. Date of Purchase
5. Itemized List of Items Furnished
6. Quantity, List Price, Discount, Extended Cost of Each Item

7. Name of County Representative that Placed the Order

2.5.2 Location

Delivery location is 9375 Chesapeake Street, Suite 123, La Plata, MD 20646 unless otherwise requested in writing by the County. All deliveries received must be offloaded and delivered inside the building at the Contractors expense. All deliveries shall be signed for by a County Representative. There is no loading dock or pallet jack, so no shipped items shall be made via freight.

2.5.3 Time

Deliveries are accepted Monday through Friday from 8:00 a.m. through 4:30 p.m. (eastern time), except on holidays or otherwise requested by the County.

2.5.4 Issues & Damaged Goods

Items received that are damaged will be either rejected at the time of delivery or as soon as noticed. The County will not be charged any fees for damaged or rejected goods.

2.6 INVOICES

Invoices shall be net thirty (30) days and mailed to: Charles County Government, Department of Emergency Services, 200 Baltimore Street, La Plata, MD 20646, emailed to CharlesCoAP@charlescountymd.gov and emailed to other County email addresses as established after contract execution. Invoices shall at minimum include the RFP#, vendor name, date order was made, and itemized pricing.

2.7 DOCUMENT RETENTION

The Contractor(s) shall retain all books, records, and other documents relative to award for five (5) years after final payment, or until audited. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any materials during this period.

3.0 PROPOSAL ITEM DESCRIPTIONS

Proposal item quantities are estimated and not guaranteed. The *Cost Proposal Form* establishes the unit price and/or percentage discount to be paid for each proposal item. The Offeror agrees that the prices represent a true measure of the labor, shipping, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of work provided.

3.1 BID ITEMS – SECTION A

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide pricing and percentage discount for all items listed in this section.

3.2 BID ITEMS – SECTION B

For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify “N/A” for items not available or offered.

*****END OF SPECIAL PROVISIONS*****

PART C – INSURANCE

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
<input checked="" type="checkbox"/>	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence

<input checked="" type="checkbox"/>	Worker's Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder's Risk Insurance	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders' risk "all risk" or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder's risk policy.</p> <p>This insurance shall be on an "all risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect's and Contractor's services and expenses required as a result of such insured loss.</p>
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder's rating of A or better and a financial size of X or larger from Best's Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name "The County Commissioners of Charles County" (or other name as directed by the County) as an additional named insured:
 - A. Commercial automobile bodily injury and property damage insurance
 - B. Commercial General Liability

- C. Builder's Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

Charles County Commissioners



PREPARED BY:

Charles County Government
Department of Fiscal & Administrative Services
Jenifer Ellin, Director
Shanna Reese, Chief of Purchasing
200 Baltimore Street • La Plata, Maryland 20646
MD Relay: 711 • Relay TDD: 1-800-735-2258

www.CharlesCountyMD.gov



Mission Statement: The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

Vision Statement: Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

Equal Opportunity Employer: It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

CHARLES COUNTY GOVERNMENT

Department of Fiscal and Administrative Services - Purchasing Division
Telephone: 301-645-0656

RFP No. 22-42 – Medical Supplies**ADDENDUM NUMBER ONE**

TO: All Offerors

Be advised of the following modification(s) & information related to Request for Proposals (RFP) 22-42. These modifications, comments, and attachments are hereby made a part of the solicitation documents to the same extent as if bound therein.

1. Changes – RFP Solicitation**A. Part A, Section 1.2 – Proposal Submission Instructions & Forms**

Delete forms provided in “RFP 22-42 – Forms – 220317.docx” in its entirety and replace with **RFP 22-42 – Revised Forms – 220331.docx and RFP 22-42 – Revised Cost Proposal Form – 220331.xlsx** available on the County’s Bid Board.

Cost Proposal Form has been revised. It has been updated and is now in MS Excel.

B. Part B, Section 2.4, Item 8

Delete the strikethrough text and add the bold italicized text:

8. Maintain a warehouse with ~~one hundred fifty~~ ***within two hundred (200)*** miles of the County delivery location stated in Part B, Section 2.5.2.

2. Clarification

A. The term “List Price” in the RFP solicitation document and Cost Proposal Form shall refer to the retail price.

*****END OF ADDENDUM*****

RFP 22-42 – REVISED FORMS – 220331.docx

Vendor Questionnaire

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: PurAdmin@CharlesCountyMD.gov.

For the following series of statements, please indicate the degree in which you agree/disagree with the statement.					
1. Procurement process-based statements	Strongly Disagree		Neutral		Strongly Agree
The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Your inquiries and concerns were addressed in a timely and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You were treated in a friendly and professional manner by Purchasing staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You would respond to future solicitations issued by this office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below:					
<input type="checkbox"/> Other commitments precluded participation at the time <input type="checkbox"/> Inexperienced in the work/commodities required <input type="checkbox"/> Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section) <input type="checkbox"/> Doing business with the County is simply too complicated (Explain in COMMENTS section) <input type="checkbox"/> We cannot be competitive (Explain in COMMENTS section) <input type="checkbox"/> Time allotted for completion of the Quote/Bid/Proposal is insufficient <input type="checkbox"/> Bonding/Insurance requirements are restrictive (Explain in COMMENTS section) <input type="checkbox"/> Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section) <input type="checkbox"/> MBE or SLBE requirements (Explain in COMMENTS section) <input type="checkbox"/> Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section) <input type="checkbox"/> Other reasons: _____					
Comments:					

ADDENDUM CERTIFICATION FORM

Note N/A if Not Applicable.

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: _____

Addendum Number:

Date of Addendum:

1

3/31/2022

The undersigned acknowledges County issued addendums:

Signature: _____

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

REFERENCE FORM #1

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 1 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #2

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 2 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #3

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 3 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #4

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 4 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #5

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 5 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: _____ **Jurisdiction/Entity Name:** _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

PROPOSED SUB-CONTRACTORS FORM

Note N/A if Not Applicable. This form may be duplicated if additional space is required

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

The undersigned certifies the accuracy of the content provided on the Proposed Sub-Contractors Form:

Signature: _____ Date: _____

Name & Title: _____

MBE UTILIZATION AFFIDAVIT FORM

*****Note N/A if Not Applicable.*****

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Provide the following information about your firm:

- 1. Certified Minority Business Enterprise? Yes No
 - a. Certified by: State of Maryland? Yes No
 - b. Federal 8-A Registration? Yes No
 - c. Charles County Local Government? Yes No
 - d. Other (please list) _____

Principle Owner's Minority Class (please check):

African American Asian American Women Hispanic American
 Native American Other (please list): _____

- 2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Quotes, Request for Proposals, or Invitation to Bid? Yes No

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal/Quote: \$ _____

Total Minority Business Enterprise Bid/Proposal Cost/Value/Amount: \$ _____

Percent of Total Minority Business Enterprise Contract: _____ %

The undersigned certifies the accuracy of the content provided on the MBE Utilization Affidavit Form:

Signature: _____ Date: _____

Name & Title: _____

NON-COLLUSION AFFIDAVIT FORM

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: Bound Tree Medical LLC

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

Signature

Shawn Saylor, CFO
Name and Title of Signer

Bound Tree Medical LLC
Company

4/20/2022
Date

Subscribed to and sworn to before me, a Notary Public of the

_____ (state/district & county/city: e.g., Maryland, Charles County)

4/20/2022 (date: e.g., January 1, 2022) first written above.

Notary Public

My Commission Expire

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Note N/A if Not Applicable.

Solicitation Information		
Solicitation Name: <u>Medical Supplies</u>	Solicitation #: <u>22-42</u>	
Part 1. Prime Bidder/Offeror SLBE Status		
Name of Bidder/Offeror: <u>N/A</u>		
Respond to the following questions:		
	Check One	
	Yes	No
1. Is the Prime Contractor a Registered SLBE?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the Bidder/Offeror's SLBE Registration #:		
	Yes	No
2. If the response to Question 1 is "No", is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder's/Offeror's Bid/Proposal?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: If the response to Question 2 is Yes, complete Part 2 below and the "SLBE Subcontractors Participation Schedule" form in Part 4.		
Part 2. SLBE Subcontractor Participation		
Provide the total value of SLBE work to be provided and complete the "SLBE Subcontractors Participation Schedule" form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.		
Total Bid/Proposal Price:	\$	
Total SLBE Work – Bid/Proposal Value:	\$	
Percentage of Total Work (Dollar Value) of SLBE(s):	%	
Part 3. Certification of SLBE Preferences		
By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.		
_____ <i>Signature</i>	_____ <i>Title</i>	_____ <i>Date</i>

Part 4. SLBE Subcontractors Participation Schedule

Instructions: Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

SLBE Registration #	FEIN or Social Security #	Company Name Address Phone & Fax	Services to be Provided	Value of SLBE Work From Letter of Intent	SLBE % of Contract
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.

OFFICIAL LETTER OF SLBE INTENT

Note N/A if Not Applicable.

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

Solicitation Information

Solicitation Name: Medical Supplies Solicitation #: 22-42

Part 1. To be Completed by the Bidder/Offeror

Name of Bidder/Offeror: N/A

Address: _____

Contact Name/Title: _____

Telephone: _____ Fax: _____

Email: _____

Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):

Value of Work to be Performed by the SLBE: \$ _____

Value of Work as a Percentage of Total Bid/Proposal Price: _____ %

Part 2. To be Completed by the SLBE

Name of SLBE: _____

SLBE Registration #: _____

Address: _____

Contact Name/Title: _____

Telephone: _____ Fax: _____

Email: _____

Part 3. Certification of SLBE Intent

The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.

Bidder/Offeror: _____
Signature Title Date

SLBE Firm Rep: _____
Signature Title Date

SAMPLE CONTRACT

THIS CONTRACT, made on _____, by and between _____ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discount shown on the COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor’s proposal dated **(TBD)** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for five (5) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXX XXXXXXXXXXXX XXXXX

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): (SEAL)

By: _____

Printed Name/Title: _____

TBD

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code)

TBD

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

CHARLES COUNTY GOVERNMENT

Department of Fiscal and Administrative Services - Purchasing Division
Telephone: 301-645-0656

RFP No. 22-29 – MEDICAL SUPPLIES**QUESTIONS AND RESPONSES NUMBER ONE**

These questions and answers are being provided for informational purposes only and are not part of any resulting contract from this RFP.

A. PRE-PROPOSAL MEETING QUESTIONS RECEIVED		
#	Question	Response
1	Would the County consider changing the 150 mile warehouse requirement to include a warehouse that is 161 miles award from the delivery location?	<i>Initial Response:</i> The County will provide a written response. <i>Clarification Response:</i> This has changed. Refer to Addendum 1, Item 1.B.
2	Who is your current supplier for this bid?	The County does not have a current supplier for this bid.
4	By List price you are asking for our website List price correct, the mfg. does not provide a list price?	<i>Initial Response:</i> The County will provide a written response. <i>Clarification Response:</i> The retail price. Refer to Addendum 1, Item 2.A.
5	How much is the Operative IQ currently?	Approximately \$3,000.00
6	The non-primary awardees do not have to pay the cost for Operative IQ, correct.	Correct.

B. WRITTEN QUESTIONS RECEIVED		
#	Question	Response
1	Per section 2.3 CUSTOMER SERVICE & REQUIREMENTS: #8 Maintain a warehouse within 150 miles of delivery location. Our warehouse is 161 miles from the delivery location, will our bid be considered?	This has changed. Refer to Addendum 1, Item 1.B.
2	Who is your current supplier for this bid?	The County does not have a current supplier for this bid.
3	Do you have Pricing section A in an excel format with formula's in the columns?	Yes. It is available on the County Bid Board.
4	By List price you are asking for our website List price correct, the mfg. does not provide a list price?	The retail price. Refer to Addendum 1, Item 2.A.
5	Does the % discount need to be the same across all lines in section A or can this vary by line item?	The discount for each Item # can vary. (e.g. A1 can be a different percent discount than A2).

6	Does the % discount offered in section A need to match the same discount in section B for items from same mfg.?	No.
7	Can you clarify: A2 DCI Adult Sensor need to know mfg. part # there are a few to chose from?	No mfg part number is available. This is a Rainbow Reusable DCI Spot-Check sensor, 3ft cable made by Masimo.
8	Can you clarify: A5 Electrode red dot need more information, either mfg. product code, or better description, how many per pack?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
9	Can you clarify: A8 O2 mx Bitrac ED Mas, w Neb need a mfg. part # there are many variations.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
10	Can you clarify: A18 IV Solution Dextrose, size? Or mfg. product code?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
11	Can you clarify: A19- A21 Drugs, need dose and Fentanyl is this amp or vial?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
12	Can you clarify: A25 IV Admin set is this 10drop, or 15 drop, or 60 drop, how many Y sites?	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
13	Can you clarify: A26 Auto BP cuff all sizes, each size is a different price, either add the additional lines or state size for this line.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
14	Can you clarify: A27 Endotracheal tubes, these also are different prices for 2.0 thru 5.0 and 5.0-10.0 need two lines.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.
15	Can you clarify: A32 Hypo Needles all sizes are not the same price, give size you would like a price for or add lines with all sizes.	This has been clarified. Refer to the Addendum 1, Item 1.A – Revised Cost Proposal Form.

END OF QUESTIONS & RESPONSES #1



Bound Tree

CHARLES COUNTY

MEDICAL SUPPLIES

-4

DUE – APRIL 22 2022

April 20, 2022

Charles County
200 Baltimore Street
Room#B130
La Plata, Maryland 20646

To Whom It May Concern:

Bound Tree Medical is pleased to offer the attached proposal for the Charles County Bid for Medical Supplies. Please review the following proposal for Bound Tree's competitive bid pricing. We want to emphasize our continued commitment to you to provide the most complete offering of products and services.

The proposal includes the following:

- Proposal Information & Pricing, and Percent Off Information
- BTM Item Numbers & Descriptions
- BTM Pharmaceutical Advantage/ VAWD Certification
- BTM Price Increase Policy
- Disaster Program Information
- BTM University
- References
- Customer Service
- Distribution Center Information
- Return Policy
- Warranty Information
- Online Ordering Capabilities
- Sample COI
- W-9

We thank you again for the opportunity to provide all your EMS equipment and information needs. If you require additional information, our contact information is below.

Stephen Gruenwald
Account Manager
302-562-3625
Steven.Grunewald@boundtree.com

Tyler Craig
Pricing Analyst, Bids & Contracts
614.760.5241
Tyler.Craig@boundtree.com

CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services
Purchasing Division
Phone: 301-645-0656



NOTICE TO OFFERORS
REQUEST FOR PROPOSALS NO. 22-42

MEDICAL SUPPLIES

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified contractors to provide medical supplies on an on-call as needed basis. Solicitation documents may be obtained on the County Bid Board located at www.CharlesCountyMD.gov. Click on “Business”, and then “Online Bid Board”.

This solicitation is subject to the Small Local Business Enterprise Program (SLBE), in which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program. Minority Business Enterprises are encouraged to respond to this solicitation.

The County Commissioners reserve the right to reject any or all proposals and to waive any informality in the proposals received when such waiver is in the best interest of Charles County. Charles County Government is an Equal Opportunity Employer.

Shanna Reese
Chief of Purchasing

Publish one (1) time

Issue of **March 25, 2022**



**CHARLES COUNTY GOVERNMENT (CCG) – PURCHASING DIVISION
REQUEST FOR PROPOSALS (RFP) SUMMARY SHEET**

RFP Number: 22-42

RFP Title: Medical Supplies

Description of Work:

The County Commissioners of Charles County are hereby requesting sealed proposals from qualified firms to provide medical supplies on an as-needed basis.

Date of Issuance:

03/17/2022

Proposal Delivery Address:

Charles County Government, Purchasing Division
Attn: Yaffa Seiden, *Assistant Chief of Purchasing*
200 Baltimore Street, Room #B130
La Plata, MD 20646

Sole Point of Contact /Purchasing Representative Information:

Name & Title: Yaffa Seiden, *Assistant Chief of Purchasing*
Email: SeidenY@CharlesCountyMD.gov

Solicitation Events

Pre-Proposal Meeting: Not Applicable Optional Mandatory Refer to **Part A, Section 1.5.1**

Registration: 03/29/2022 before 12:00 p.m. Eastern Time (ET)

Date & Time: 03/30/2022 @ 10:00 a.m. ET

Location: Virtual

Last Day for Questions: 04/07/2022 before 8:00 a.m. ET Refer to **Part A, Section 1.5.2**

Proposal Due Date: 04/22/2022 before 11:00 a.m. ET Refer to **Part A, Section 1.5.3**

Technical Proposal Submission Package ~ Do Not Include Any Cost Information

Technical Proposal Item Descriptions: Refer to Part A, Section 1.3

Complete Quantities: Four (4) unbound copies & One redacted copy, if redaction requested

Technical Proposal Package:

- | | |
|--|--|
| <input checked="" type="checkbox"/> Tab 1 – Project Understanding | <input checked="" type="checkbox"/> Tab 5 – Disaster Recovery Plan |
| <input checked="" type="checkbox"/> Tab 2 – Organizational Structure | <input checked="" type="checkbox"/> Tab 6 – Assumptions & Expectations |
| <input checked="" type="checkbox"/> Tab 3 – Company Profile | <input checked="" type="checkbox"/> Tab 7 – Existing Users |
| <input checked="" type="checkbox"/> Tab 4 – Ordering/Software | <input checked="" type="checkbox"/> Tab 8 – Additional Items |

Original Proposal Submission Package

Original Proposal Item Descriptions: Refer to Part A, Section 1.4

Complete Quantities: One unbound original, & One unbound copy, & One redacted copy, if redaction requested

Original Proposal Package:

- | | |
|--|---|
| <input checked="" type="checkbox"/> Cost Proposal Form | <input checked="" type="checkbox"/> Proposed Sub-Contractors Form |
| <input checked="" type="checkbox"/> Reference Form - 5 | <input type="checkbox"/> SLBE Certification Form (if applicable) |
| <input checked="" type="checkbox"/> Addendum Certification Form | <input type="checkbox"/> Official Letter of SLBE Intent (if applicable) |
| <input checked="" type="checkbox"/> Non-Collusion Affidavit | <input type="checkbox"/> Licenses and Certifications |
| <input checked="" type="checkbox"/> MBE Utilization Affidavit Form | <input type="checkbox"/> Bid Bond |

Provision Requirements

Insurance: Refer to **Part C** **Evaluation Details:** Refer to **Part A, Section 2.0**

General Provisions: Refer to **Part A, Section 4.0**

Contract Term:

Refer to **Part A, Section 3.2**
Beginning the day, the contract is executed by the County through June 30, 2023, with six (6) one-year optional renewals at the sole option of the County.

Price Adjustment: Yes, Refer to **Part A, Section 3.3** Not Applicable

CCG MBE/SLBE Contact: Economic Development Department at (301) 885-1340 x2202

MBE/SLBE Directory: <http://www.meetcharlescounty.com/local-minority-business-programs/>

MBE Goal: Yes, Aspirational 25% - Refer to **Part A, Section 1.4.2** Not Applicable/Exempt

SLBE Program Applicable: Yes, Refer to **Part A, Section 1.4.3** Not Applicable/Exempt

NOTE: Times and dates are subject to change due to extenuating circumstances, including inclement weather. Offerors may obtain County operating status by calling 301-645-0600 (meeting times cannot be verified at this number) or by referring to County operations status updates on the Charles County Government website at <http://www.CharlesCountyMD.gov>.

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PART A – INSTRUCTIONS, PROVISIONS, AND NOTICES

1.0 PROPOSAL INSTRUCTIONS

1.1 PROPOSAL SUBMISSION CONDITIONS

Refer to the *Summary Sheet* for the proposal submission location, due date, and time. Late submission, modification, or withdrawal of proposals after the due date/time will NOT be considered. Offerors are solely responsible for timely delivery of their proposal submission.

Proposals shall be valid and irrevocable for a minimum of one hundred-twenty (120) consecutive calendar days from the due date. An Offeror may submit only (1) proposal in response to this RFP.

If the County is closed for business when proposals are due, for whatever reasons, sealed proposals will be accepted on the next business day the County is open, at the originally scheduled due date and time. Offerors shall monitor the Bid Board for schedule changes issued via addendum.

NOTE: Due to Charles County mail processing, additional time may be necessary for mail delivery. It is the Offeror's sole responsibility to ensure that proposals are submitted timely and to the appropriate location. Acceptable delivery methods are by courier, in-person hand delivered, United States Postal Service, United Parcel Service or Federal Express. Other methods of delivery shall not be accepted.

1.2 PROPOSAL SUBMISSION INSTRUCTIONS & FORMS

Any information identified as "Confidential" shall be noted by reference and appended to the *Proposal Submission*. Each item identified as "Confidential" shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

Forms listed in the *Summary Sheet* are published separately in an electronically fillable format, which are available with the other solicitation documents on the Charles County Bid Board.

1. RFP 22-42 – Forms – 220317.docx

Forms are available for download from the Charles County Bid Board via the County's website by following these steps:

1. Go to <http://www.CharlesCountyMD.gov/>.
2. Click on "Business".
3. Click on "Online Bid Board".

1.3 TECHNICAL PROPOSAL PACKAGE

Offerors shall submit copies specified on the *Summary Sheet* of the Technical Proposal package in a sealed envelope separate from the Original Proposal package labeled with the Company's name and address and marked "Technical Proposal". Cost information shall not be included in the Technical Proposal.

1.3.1 *Technical Proposal Package Content*

At a minimum, each technical proposal shall include the following items in the stated order; all pages shall be numbered; using font size of eleven (11) point or larger, printed one-sided on 8.5 x 11 size paper, and all the listed components must be included. Do not provide references to other section/tabs, documents or websites for the information required; information should be specifically included in the RFP response. Technical proposals which do not include all components or use the proper format may be considered non-responsive and therefore not reviewed or considered for award.

Provide a Table of Contents with the specified tabs, page numbers, and content below for each tab.

1. Tab 1 – Project Understanding:
Briefly provide a summary of the proposal stating the offeror's understanding of the requirements.
2. Tab 2 – Organizational Structure:
Offerors shall provide an organization chart both graphically and in narrative format, that provides a description of the Offeror's proposed organizational structure for this project. The organizational chart shall depict the relationship of its key personnel roles and other key members of the management team. The organizational chart shall provide the names of the proposed staff for each position on the chart along with their certifications.

3. Tab 3 – Company Profile:
Offerors shall provide a company profile of company locations and services provided at those locations.
4. Tab 4 – Ordering/Software:
 - a) Describe your software technology ordering process such as how users are added, how approvers are set up, and so on.
 - b) Describe the information that is listed in your software solution such as provides list pricing, contract percent discount, extended price, etc.
 - c) Describe your training plan and process.
 - d) Describe ordering process, software solution, etc.
 - e) Describe product delivery process & include the number of calendar days it will take an order to ship for in stock and out of stock (backordered) items.
 - f) Describe product error corrective action plan
 - g) Describe timeline between when orders are placed to when they are delivered & backorder procedures
 - h) Describe reports
 - i) Describe the products available
5. Tab 5 – Disaster Recovery Plan:
Describe your disaster recovery plan. Provide examples when disaster recovery plan was utilized, how long it was used, how it was initiated, etc.
6. Tab 6 – Assumptions & Expectations:
Provide all key assumptions you are making. List all expectations of County involvement for successful execution of your solution.
7. Tab 7 – Existing Users:
Provide a list of existing government entities you are providing similar services for. Include at minimum, the state, city, and time services have been provided. Explain how they align to the requirements listed in this RFP solicitation document.
8. Tab 8 – Additional Items:
Other information you think is important for consideration in the evaluation of proposals.

1.4 ORIGINAL PROPOSAL PACKAGE

Offerors shall copies specified on the *Summary Sheet* of the Original Proposal package in a sealed envelope separate from the Technical Proposal package labeled with the Company's name and address and marked "Original Proposal".

The Original Proposal Package shall include all items identified on the *Summary Sheet*.

1.4.1 Cost Proposal Form

Cost proposals shall be submitted on the *Cost Proposal Form*. All blank spaces of the form shall be fully completed in legible ink or typewritten. All blank spaces of the form shall be fully completed in legible ink or typewritten.

If the Offeror is not bidding on an item on the *Cost Proposal Form*, the Offeror shall notate that by writing "N/A" in the Total Price or Percentage Discount columns.

The Offeror shall provide pricing and percentage discount as specified on the *Cost Proposal Form*. Prices shall include all profit, overhead, shipping, equipment, transportation cost, etc. There shall be no hidden costs. Such pricing shall cover all services and materials to be provided as part of this Contract as specified in this solicitation.

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%).

The *Cost Proposal Form* states the Offeror is or will be licensed to do business in the State of Maryland prior to contract award, and that the Offeror has complied with and takes no exceptions to all requirements of the RFP. The *Cost Proposal Form* must be signed by the company official authorized to enter into binding contracts. Any information identified as "Confidential" shall

be noted by reference and appended to the *Cost Proposal Form*. Each item identified as “Confidential” shall be accompanied by an explanation. Refer to *Part A, Section 3.13*.

1.4.2 Minority Business Enterprise (MBE) Program – MBE Utilization Affidavit Form

This form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established an MBE Program which applies to all formal solicitations. There is an aspirational goal of 25% MBE participation for each project. Certified MBEs are encouraged to respond.

The County recognizes, as Minorities, the following groups: African Americans; American Indians/Native Americans; Asians; Hispanics; Women; Physically or Mentally Disabled persons and Disabled American Veterans. The County will automatically recognize MBE status for any firm certified by the Maryland Department of Transportation (MDOT), Federal 8-A registration or Charles County Government.

The awarded Offeror shall be required to report MBE Utilization to the County post award on the County’s “MBE Utilization – Post Award” form, if they have proposed any MBE usage.

1.4.3 Small Local Business Enterprise (SLBE) Program – SLBE Certification Form & SLBE Letter of Intent – Refer to Summary Sheet Regarding Applicability

If marked “Applicable” on the *Summary Sheet*, this form shall be completed in legible ink or typewritten. “NA” shall be noted on the form if it is Not Applicable.

Charles County Government has established a Small Local Business Enterprise (SLBE) Program, which registered Charles County SLBE firms responding to this solicitation may receive a preference in accordance with the provisions of the Program that may apply to a formal solicitation resulting in an award of less than \$500,000.00 if they:

- Are registered in the Charles County SLBE Program and eligible in all other respects, at the time the firm’s proposal is submitted.
- Complete the required SLBE forms and indicate their SLBE status.
- Are susceptible for award for a contract valued less than \$500,000.00.

Registered Charles County SLBEs must meet all the same requirements of non-SLBE offerors. Firms must have completed the registration process and have achieved full SLBE status by the due date for proposals, in order to receive consideration as a SLBE during the evaluation of proposals.

1.4.4 Reference Form

Offerors shall be required to complete and submit the *Reference Form*. Offerors shall demonstrate at least five (5) years of experience and provide service summaries for a minimum of five (5) representative services over the past five (5) years in each category below. Experience of subcontractors may not be used as experience of the prime. Representative services shall reflect the capabilities of the Offeror serving in a prime capacity. Within each category below please include a variety of references reflecting the Offerors role:

- a) Provided medical supplies on an as needed basis

1.4.5 Addendum Certification Form

Offerors shall be required to complete and submit the Addendum Certification Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.6 Proposed Sub-Contractors Form

Offerors shall be required to complete and submit the Proposed Sub-Contractors Form. “NA” shall be noted on the form if it is Not Applicable.

1.4.7 Non-Collusion Affidavit

Offerors shall be required to complete and submit the Non-Collusion Affidavit Form.

1.5 SOLICITATION EVENTS (AS NOTED APPLICABLE)

1.5.1 Pre-Proposal Meeting

Firms must register in advance to attend the pre-proposal meeting. To register, email the *Purchasing Representative* specified on the *Summary Sheet* their company name and participant(s) name(s), email address(es), and telephone number(s). Participation instructions shall be provided to registered participants the day before the pre-proposal meeting. The attendance roster will be published on the County’s Bid Board. Refer to the *Summary Sheet* for registration, date and time, and location

information.

1.5.2 Last Day for Questions

The County will not provide responses to questions after the deadline to submit questions specified on the *Summary Sheet*.

1.5.3 Proposals Due to County

Proposals shall be submitted to the County as stated on the *Summary Sheet*. There shall be no public opening of proposals.

1.6 OFFEROR CERTIFICATION OF ACCEPTANCE

By submitting a proposal in response to this RFP, the Offeror certifies their acceptance of all terms and conditions set forth within this document, which will be made a part of the final contract documentation. All work, if any, shown on the contract drawings, specifications, and reports referenced in the *RFP or any Appendices* is made part of this solicitation package.

1.7 INCURRING COSTS

The County is not liable for any costs incurred by the Offeror prior to full execution of the contract.

1.8 ADDITIONS/MODIFICATIONS TO SOLICITATION FORMS

Modifications of or additions to the *Cost Proposal Form* or any other County form may be cause for rejection of the proposal, however, the County reserves the right to decide on a case-by-case basis, in its sole discretion, whether or not to reject such a proposal as nonresponsive. As a precondition to proposal acceptance, the County may, in its sole discretion, request that the Offeror withdraw or modify any such modifications or additions which do not affect quality, quantity, price, or delivery.

1.9 ALTERNATE OFFERS

Offerors must bid only one (1) product and one (1) price per bid item even though they feel they can offer more than one item that will meet the specifications. Offerors must determine for themselves which to offer. If an offeror submits more than one (1) product and/or more than one (1) price for a given bid item or items, it may be cause for the bid items or items being bid upon to be considered non-responsive and rejected.

1.10 "OR EQUAL" INTERPRETATIONS

Identification of an item by manufacturer's name, trade name, catalog number, or reference is intended to be description but not restrictive in that it is used for the purpose of describing they type, style, quality, performance, and minimum specifications of the product desired, and shall not be interpreted to mean the only acceptable product. Bids on other makes and/or models will be considered provided in the *Cost Proposal Form* what is being proposed and forwards with the bid complete descriptive literature indicating the character of the article being offered and addressing all specifications of this solicitation.

The County reserves the right to accept or reject, in its sole discretion, items offered as an "equal".

1.11 OFFEROR INVESTIGATIONS

Prior to submitting a proposal, each Offeror shall make all investigations and examinations necessary to ascertain all conditions and requirements affecting the full performance of the contract and to verify any representations made by the County that the Offeror will rely upon. No pleas of ignorance of such conditions and requirements resulting from failure to make such investigations and examinations will relieve the successful Offeror from its obligation to comply in every detail with all provisions and requirements of the contract documents or will be accepted as a basis for any claim whatsoever for any monetary consideration on the part of the successful Offeror.

1.12 SOLE POINT OF CONTACT

The Purchasing Representative identified on the *Summary Sheet* is the SOLE POINT OF CONTACT at Charles County Government for this procurement. All communication between offerors and Charles County Government shall be with the Purchasing Representative until a fully executed contract is delivered to the Contractor. Offerors or any of their authorized representatives may not initiate contact with Charles County Government or County Consultants other than the Contact identified on the *Summary Sheet*, for any reason during the bidding process or prior to full contact execution. Any communication outside this process may result in disqualification.

1.13 QUESTIONS

All inquiries concerning technical or bidding information shall be directed in writing (via email) with the solicitation number and name in the subject line to the Purchasing Representative identified on the *Summary Sheet*, prior to the due date and time specified. The County will not provide responses to questions after the due date and time specified on the *Summary Sheet*. The person submitting the request will be responsible for its prompt delivery.

1.14 ADDENDA AND SUPPLEMENTS

In the event that it becomes necessary to revise any part of this solicitation, or if additional information is necessary to enable the Offeror to make an adequate interpretation of the provisions of this solicitation, a supplement to the solicitation will be issued. The Offeror shall acknowledge in their proposal, the receipt of all addenda, supplements, amendments, or changes to the solicitation that were issued by the County. Oral statements made by County personnel shall not bind the County in any manner whatsoever and cannot be used to protest or otherwise challenge any aspect of this solicitation or subsequent agreement.

Any interpretation, correction, changes to the solicitation will be made only by addendum duly issued and will be posted on the County Bid Board found at www.CharlesCountyMD.gov. Click on “Business” and then “Online Bid Board”. Any and all addenda issued prior to the proposal due date/time shall become a part of the contract documents and shall be covered in the Offeror’s proposed prices unless an alternate price schedule is presented by addendum. It is the responsibility of the Offeror to check the County Bid Board as frequently as necessary to obtain all updates and addenda to the solicitation.

1.15 ABILITY TO PERFORM

Offerors shall have the capability to perform classes of work contemplated, having sufficient capital to execute the work properly within the specified time.

The County reserves the right to request any additional information, utilize references not provided by an Offeror, and validate any information provided by an Offeror by any means deemed necessary by the County for the purpose of determining the Offeror’s ability to perform the services described herein.

1.16 ERRORS

Any errors in computations may be corrected during the County’s review of the proposals. The County shall not be responsible for Offeror computation errors contained on the *Cost Proposal Form*. All values contained on the *Cost Proposal Form* remain the responsibility of the Offeror. Where the unit price and the extension price are at variance, the unit price will prevail. In the event that the unit price is not provided, the unit price shall be the extended price divided by the quantity. Errors on any forms submitted remain the sole responsibility of the Offeror.

1.17 REJECTION OF QUOTES/BIDS/PROPOSALS

Although not intended to be an exhaustive list of causes for disqualification, any one or more of the following causes, among others, may be sufficient for the disqualification of an offeror and the rejection of its proposal:

1. Evidence of collusion among offerors.
2. Lack of competency revealed by financial statements, experience, equipment statements, or other factors.
3. Lack of responsibility as shown by past work, judged from the standpoint of workmanship as submitted or from previous experience with the offeror.
4. Default on a previous similar contract for failure to perform.
5. Being delinquent in payments due to Charles County Government.
6. Exceptions or exclusions to the requirements of the solicitation.
7. Failure to be in “Good Standing” with the State of Maryland.
8. Previous substandard performance on a County contract.
9. Failure to perform properly or to complete, in a timely manner, contracts of a similar nature, or if investigation shows the offeror unable or unlikely to perform the requirements.
10. Failure to furnish information requested by the County.

The County reserves the right to reject any/all proposal, to waive irregularities and/or informalities in any proposal, and to make award in any manner, consistent with law, deemed in the best interest of the County.

1.18 GOOD STANDING REQUIREMENTS

In order to be eligible for award, Offerors shall meet the following conditions prior to contract award:

1. Their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
2. All payments to Charles County Government have been paid and are not delinquent.
3. Their firm is in “good standing” with the State of Maryland Department of Assessments and Taxation.

1.19 RESTRICTIONS: NOT APPLICABLE

An individual or a person that employs an individual who the County utilized in the drafting of specifications, an invitation for bids, or a request for proposals for a procurement may not submit a bid or proposal for that procurement, or assist or represent another person, directly or indirectly, who is submitting a bid or proposal for the procurement. Proposal from such an individual or entity will be rejected.

The following is a list of consultant(s) and/or sub-consultant(s) that have received monetary compensation under a contract with the County as the prime consultant to develop the Request for Proposals and have been retained by the County to perform construction phase services on the behalf of the County for this procurement.

N/A

In addition, the County Ethics Committee administers the provisions of the *County Ethics Code, including §170 of the Charles County Code* that contains various restrictions on participating in County procurements.

1.20 NOTIFICATIONS

Legal notice given by the County to the Offeror shall be sent to the address provided on the Offeror’s *Cost Proposal Form*. Notice given by the County by any of the following:

1. A communication delivered by shall be deemed as having been received by the addressee three (3) business days after the date of mailing.
 - a. UPS or FedEx or other delivery service; or
 - b. USPS first class postage mail; or
 - c. USPS certified, or
 - d. USPS registered mail.
2. A communication delivered by email shall be deemed as having been received by the addressee the same day the email was sent.

1.21 NEGOTIATIONS

The County may negotiate contract terms, price, statement of work, or other conditions that results in the most advantageous outcome for the County. In the event an agreement satisfactory to the County cannot be negotiated, the County may terminate negotiation and move to another Offeror.

2.0 PROPOSAL EVALUATION PANEL AND CRITERIA FOR EVALUATION

All materials, conferences, proposals, and other matters related to this project shall remain confidential until the contract is executed with the selected firm. The County may use any appropriate technical resources to assist during any part of the evaluation process.

2.1 RESPONSIVENESS REVIEW

The County will review the proposal for minimum responsiveness criteria. Proposals that do not meet the minimum responsiveness criteria may be rejected as non-responsive, at the sole option of the County. Any deficiencies will be reviewed and determined by the Chief of Purchasing.

2.2 EVALUATION CRITERIA

Proposal evaluation will include, but is not limited to, the following:

Item #	Evaluation Criteria Description	Points
1	Project Understanding/Experience	15
2	Processing Time/Delivery Time	15
3	Software Technology	10
4	Price (TBD)	60
TOTAL POINTS		100

Additionally, this RFP is subject to the Small Local Business Enterprise (SLBE) Program as described herein. Registered SLBE Program Offerors will be provided preferential points assuming the Offeror’s proposal is found to be responsive, responsible, and the Offeror is eligible for award meeting all other award provisions. An additional ten (10) points will be granted to a registered SLBE prime on top of the Proposal evaluation score. Non-SLBE Offerors utilizing a registered SLBE Program business as a sub-Contractor will receive additional points, prorated based upon the percentage of the value of the services to be provided by the SLBE (i.e., SLBE sub-Contractor participation of 50 percent would be awarded an additional five (5) points on top of the Proposal’s evaluation score).

2.3 EVALUATION

Offerors' proposals will be evaluated by an evaluation committee who will evaluate and score the proposals in accordance with the criteria specified above. The County reserves the right to conduct the evaluation in any manner considered in the best interest of the County. The County may utilize any information obtained as a result of reference checks, proposal clarification or additional information requests, offeror negotiations or any other means deemed necessary at the sole discretion of the County to identify the proposal that best meets the County's needs.

3.0 AWARD AND CONTRACT FORMATION

The County reserves the right to award a contract by individual items, in the aggregate, or in any combination thereof, or to reject any or all proposals and to waive any informality in proposals received whenever such rejection or waiver is in the best interest of the County.

3.1 AWARD OF CONTRACT

The County anticipates awarding one primary offeror and may award to additional offeror(s) as determined to be in the best interest of the County.

The County intends to award this solicitation on the basis of a combination of the evaluation of the Offerors' experience and qualifications, as well as the proposed price (**Item A33**). Award will not be based upon cost alone, and this solicitation does not commit the County to award a contract or to award to that firm which has submitted the lowest fee. The evaluation criteria may include: the Offeror's demonstration of their understanding of the work to be performed, past experience, technical ability, other resources, qualifications of personnel, results of reference checks, and record of similar work performed satisfactorily. In addition, the County reserves the right to accept any proposal either in part or in its entirety.

At any time, the County may request an offeror to provide additional items such as: additional information, clarification, references, interviews/presentations, and any other documentation needed to assist the County in the award selection process. Failure of an offeror to furnish requested information may constitute grounds for determining an offeror as non-responsive at the sole option of the County.

3.2 TERM OF CONTRACT

The Contractor(s) selected shall provide the services and all requirements contained herein for a base period commencing on the date of contract execution by the County through June 30, 2023, with six (6) optional 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

3.3 PRICING ADJUSTMENT FOR EXTENSION YEARS

When applicable as indicated on the *Summary Sheet*, pricing under the resulting Contract shall remain firm through the base term. Thereafter, pricing may be adjusted at the beginning of each succeeding year and/or Contract renewal period at the written request of the Contractor to the Chief of Purchasing. Any pricing adjustments shall be determined based upon the percentage change in the Consumer Price Index (CPI) from the previous year. For purposes of this agreement, the CPI is defined as the Consumer Price Index for All Urban Consumers, All Items, as published by the United States Department of Labor, Bureau of Labor Statistics. For purposes of adjustment, the CPI used for each subsequent year of the Contract shall be the last published percentage change in the CPI (for the previous 12 months) either on, or prior to, the anniversary date of the Contract. Price adjustments shall take effect upon written approval by the County.

3.4 QUANTITY CONTRACTS AWARDED

The County intends to award the contract to one or more firms. The contract entered into with the successful offeror shall meet all standard provisions required by the County.

The County intends to contract with a single firm and not with multiple firms doing business as a joint venture. Where two or more Offerors desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture.

3.5 CONTRACT EXECUTION

The successful Offeror to whom the contract shall have been awarded shall be required to execute the County contract (or as authorized by the County) and shall furnish all requirements due at contract execution, which may include, but is not limited to performance bonds and/or payment bonds, insurance certificates, equipment inspections, licenses, etc., as specified herein.

3.6 CONTRACT DOCUMENTS

All work under this project shall be in accordance with the contract documents. The Contract documents for this project

includes, but is not necessarily limited to, this solicitation package, project plans and specifications as shown in ***RFP and other referenced ordinances, manuals, and specifications.***

Contract Documents shall also include:

- a. All written modifications, amendments and change orders to this Contract issued in accordance with the ***General Provisions.***
- b. Contractor's proposal and accompanying exhibits submitted in response to the County's Project Criteria and Solicitation; and any solicited and/or unsolicited Alternates to the Solicitation accepted by the County in writing.

The Contract Documents are intended to permit the parties to complete the work and all obligations required by the Contract Documents within the specified time(s) for the proposed price. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of any inconsistency, conflict, or ambiguity between or among the Contract Documents, the County will make a determination on which item of discrepancy shall take precedence. Within listed documents or group of documents, the later dated shall have precedence over the earlier requirements, and specific requirements shall have precedence over the general requirements.

3.7 DEFAULT AND SUSPENSION

If a Offeror who has been selected for award and offered a contract refuses or fails to execute the contract and/or fully comply with all requirements of this solicitation within fourteen (14) consecutive calendar days after receipt of formal notice of award or an alternate date specified by the Chief of Purchasing, the Offeror may be considered to have defaulted with respect to execution of the contract, and to have abandoned all rights and interests in the contract. In such instance the bid security, if any, may be declared forfeited to the County without further notice to the Offeror. In the event of such default, award may then be made to another Offeror determined to be in the best interest of the County, or the solicitation may be cancelled and/or re-advertised for proposals as deemed if deemed in the best interests of the County.

A Contractor, who has executed a contract with the County, may be considered to have defaulted in the performance of the Contract, by failure to comply with the requirements of the contract, sub-standard performance, failing to complete the contract, and/or by other significant errors and omissions as determined by the Project Manager and the Chief of Purchasing. In such instance, the Contractor's performance and/or payments bonds, if any, may be exercised, and the Contract terminated and awarded to another Offeror if determined to be in the best interest of the County.

An Offeror /Contractor, who has defaulted as discussed above, may be declared by the Chief of Purchasing to be ineligible to bid on future County solicitations for a period of up to two (2) years from the date the County determined the Offeror/Contractor to have defaulted. This determination by the Chief of Purchasing shall be final, and not subject to appeal.

3.8 OFFEROR/AWARD PROTESTS

- a) All protests made pursuant to solicitations must be in writing and delivered to the Chief of Purchasing within the timeframes specified:
 - i. Protests must be delivered to the Chief of Purchasing no later than ten (10) consecutive calendar days after the basis for the protest (i.e., notification of rejection of offeror's proposal, notification of removal of offeror from consideration, etc.) is known or should have been known, whichever is earlier.
 - ii. If protesting contract award, the protest must be delivered to the Chief of Purchasing within ten (10) consecutive calendar days after the Purchasing Division has publicly posted the proposed contract award. This provision shall only apply to "aggrieved" offerors.
 - iii. If offeror seeks as a remedy the cancellation or amendment of the solicitation, the protest must be delivered to the Chief of Purchasing before the submission date for bids/proposals.
 - iv. If the County is closed for business at the due date and time, for whatever reasons, protests will be accepted on the next business day of the County prior to 12:00 p.m. (Eastern Time).

Protests shall be considered timely only if received in the Purchasing Division office prior to close of business within the timeframes specified above.

- b) All protests made pursuant to solicitations shall be delivered to the Chief of Purchasing:
 - Charles County Government
 - ATTN: Chief of Purchasing,
 - Purchasing Division (Room B130)
 - 200 Baltimore Street,
 - La Plata, Maryland 20646
- c) Each protest must contain a protest filing fee in the amount of \$500 (US currency); if the fee is paid by check, then the check must be made out to "Charles County Government". The Chief of Purchasing, may, at his sole election, return the

filing fee to the protesting offeror, if the protest is sustained. Filing fees for unsustained protests shall not be returned. The Chief of Purchasing must dismiss any protest not timely received.

- d) Only an offeror that is “aggrieved” is eligible to file a protest. Aggrieved means that the offeror who is filing the protest is susceptible for an award of the contract if the protest is sustained (e.g., a fourth ranked offeror is not aggrieved unless the grounds for a protest, if sustained, would disqualify the top three ranked offerors, or would require that the solicitation be reissued). Each protest must contain the following: identification of the solicitation; the name, address, and telephone number of the protesting offeror; a statement supporting that the offeror is aggrieved; and specification of all grounds for the protest, including submission of detailed facts and all relevant documents, citation to relevant language in the solicitation, regulations, or law relied upon; and all other matters which the offeror contends supports the protest. The burden of production of all relevant evidence, data and documents, and the burden of persuasive argument to support the protest is on the offeror making the protest.
- e) The Chief of Purchasing shall forward to the County Attorney, all protests timely received and appropriate information addressing the circumstances of the protest. The Chief of Purchasing shall also forward for the County Attorney’s information, all protests not timely received and/or otherwise ineligible, that was dismissed by the Chief of Purchasing.
- f) The Chief of Purchasing, after consultation with the County Attorney, shall determine whether to sustain or reject the protest, and shall provide written notice of his determination to the offeror making the protest, and to the County Attorney. In the case of a sustained protest, the Chief of Purchasing, after consultation with the County Attorney, shall determine what remedy shall be taken to redress the protest. Decisions shall be final, and not subject to appeal.

3.9 PERFORMANCE EVALUATIONS

The County shall perform periodic performance evaluations, at the County’s discretion, on all work performed by the Contractor under this Contract. The Contractor shall have the opportunity to review performance evaluations upon request. Performance evaluations shall be maintained in the County’s contract files.

3.10 ASSIGNMENT OF CONTRACT

The Contractor shall not sublet any portion of this contract or assign or transfer any interest in this contract without receiving prior written approval from the County, Chief of Purchasing.

3.11 SUBCONTRACTORS

Subcontractors may not be used in the conduct of this contract without express written approval of the County. The County reserves the right to reject any subcontracted relationship if changes or additions of subcontractors are necessary during the life of the contract. Subcontracts for any portion of this contract must be clearly identified in the Offeror’s proposal. Subcontracts are subject to Minority Business Enterprise (MBE) and Small Local Business Enterprise (SLBE) requirements detailed herein. Prime contractor shall perform a minimum of fifty percent (50%) of the work proposed.

3.12 NEWS RELEASE

No news releases pertaining to this bid request or the service, study, or project to which it relates will be made without County approval.

3.13 PUBLIC INFORMATION ACT/CONFIDENTIALITY NOTICE

Offeror should give specific attention and identification of those specific portions of their proposals which they deem to contain confidential and/or proprietary information. Such information must be individually noted as being confidential or proprietary, either at that location, or in a separate consolidated listing contained within the bid/proposal/quote and provide justification of why the material should not be subject to disclosure by the County upon request under the Maryland Public Information Act. Offerors may not declare their entire bid/proposal/quote package to be confidential or proprietary. Failure to provide specific identification and justification may result in the County releasing the information if requested to do so.

3.14 CAMPAIGN FINANCE REFORM ACT OF 2013

The Maryland Campaign Finance Reform Act of 2013 dictates that vendors with single contracts of \$200,000 or more shall file certain campaign finance-related disclosures with the Maryland State Board of Elections. Vendors shall certify that they have filed the requisite disclosure, and if the vendor fails to provide this certification, the County must notify the State. In the event of Contract award, the Contractor shall certify that campaign finance-related disclosures are filed with the Maryland State Board of Elections as applicable.

3.15 HOLIDAY SCHEDULE

The following holidays are observed by the County:

New Year’s Day	Independence Day
Martin Luther King Jr’s Birthday	Labor Day
*Lincoln’s Birthday	Columbus Day

Washington’s Birthday	Veterans Day
*Maryland Day	Election Day (When Applicable)
Good Friday	Thanksgiving Day
Memorial Day	Day After Thanksgiving
Juneteenth	Christmas Day
*FLOATING HOLIDAYS - COUNTY OFFICES AND OPERATIONS SHALL BE OPEN.	

4.0 GENERAL PROVISIONS

Any provision specified in this section and addressed elsewhere in the solicitation; *Part B* shall supersede.

4.1 DEFINITIONS:

COMMISSIONERS: The County Commissioners of Charles County.

COUNTY: The County Commissioners of Charles County, Maryland.

CONTRACT: The written agreement executed by the County Commissioners of Charles County and the successful offerors, covering the performance of the work and the furnishing of materials required for this project. The contract shall include: A conventional contract or award letter, instructions to offerors, solicitation, specifications and scope of work, special provisions, general provisions, any other addenda, or written instructions pertaining to the method and manner of performing the work, and the Offeror’s proposal.

CONTRACTING OFFICER: The Director of Using Department and includes a duly appointed successor or authorized representative.

CONTRACTOR: The person or persons, partnership, firm or corporation who enters into a contract awarded to him by the COUNTY.

DEPARTMENT: The authorized division or agency of Charles County government responsible for the service or work for which the contract will be written.

DAYS: Calendar Days

EXTRA WORK: A written order to the CONTRACTOR and signed by the CONTRACTING OFFICER, ordering a change in or an addition to the work from that originally shown in the specifications.

GENERAL PROVISIONS: All requirements and provisions contained in this document.

INSTRUCTIONS TO OFFERORS: Information explaining the procurement process, significant dates, and bidding requirements.

OWNER: The entity holding title or having vested interest in the property and rights associated with the property.

SPECIAL PROVISIONS: Statements modifying or changing the requirements or provisions of the General Specifications or adding new requirements or provisions thereto.

SPECIFICATIONS/SCOPE OF WORK: The written or printed agreements and instructions pertaining to the performance of the work to be performed, and/or the quantity and quality of the work/materials to be furnished under the contract.

4.2 INDEMNIFICATION CLAUSE:

The Contractor shall protect, hold free and harmless, defend, and indemnify Charles County, including its officers, agents, and employees from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney’s fees, resulting from injury to, or death of, any person or damage to property of any kind, which injury, death or damage arises out of, or is any way connected with the performance of the work under this contract. This agreement shall apply to any acts or omissions, negligent conduct, whether active or passive, including acts or omissions of contractor’s agents or employees; except that this agreement shall not be applicable to injury, death or damage to the property arising from the sole negligence of Charles County, it’s officers, agents, and employees.

4.3 GOVERNING LAW:

This Contract shall be governed by and construed only in accordance with the laws of the State of Maryland.

4.4 PAYMENT OF TAXES:

The firm awarded the contract resulting from this solicitation shall be responsible for paying all Maryland sales tax, and any other applicable taxes, on items purchased by the Contractor in the pursuit of this contract. The County tax exempt status cannot be transferred to the Contractor.

4.5 SPECIFICATIONS AND DRAWINGS (NOT APPLICABLE)

The CONTRACTOR shall keep on the work site a copy of the drawings and specifications and shall at all times give the CONTRACTING OFFICER access thereto. Anything mentioned in the specifications and not shown on the drawings or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the matter shall be promptly submitted to the CONTRACTING OFFICER, who shall promptly make a determination in writing. Any adjustment by the CONTRACTOR without such a determination shall be at its own risk and expense. The CONTRACTING OFFICER shall furnish from time to time such detailed drawings and other information as he may consider necessary, unless otherwise provided.

4.6 CHANGES:

- A. The CONTRACTING OFFICER may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make any change in the work within the general scope of the contract, including but not limited to changes:
- (1) In the specifications (including drawings and design);
 - (2) In the method or manner of performance of the work;
 - (3) In the COUNTY furnished facilities, equipment, materials, services, or site; or
 - (4) Directing acceleration in the performance of the work.
- Any other written order or an oral order (which terms as used in this paragraph (B.) shall include direction, instruction, interpretation, or determination) from the CONTRACTING OFFICER, which causes any such change, shall be treated as a change order under this article, provided that the CONTRACTOR gives the CONTRACTING OFFICER written notice stating the date, circumstances, and source of the order and that the CONTRACTOR regards the order as a change order.
- B. Except as herein provided, no order, statement, or conduct of the CONTRACTING OFFICER shall be treated as a change under this article or entitle the CONTRACTOR to an equitable adjustment hereunder.
- C. If any change under this article causes an increase or decrease in the CONTRACTOR'S cost of, or the time required for, the performance of any part of the work under this contract, whether or not changed by any order, an equitable adjustment shall be made and the contract modified in writing accordingly; provided, however, that except for claims based on defective specifications, no claim for any change under paragraph (B.) above shall be allowed for any costs incurred more than twenty (20) days before the CONTRACTOR gives written notice as therein required; and provided further, that in the case of defective specifications for which the COUNTY is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the CONTRACTOR in attempting to comply with such defective specifications.
- D. If the CONTRACTOR intends to assert a claim for an equitable adjustment under this article, he must, within thirty (30) days after receipt of a written change order under paragraph (A.) above or the furnishing of a written notice under paragraph (B.) above, submit to the CONTRACTING OFFICER a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the COUNTY. The statement of claim hereunder may be included in the notice under paragraph (B.) above.
- E. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.7 CHANGE ORDERS:

- A. Additional Costs:
The cost of any change ordered in writing by the CONTRACTING OFFICER which results in an increase in the contract price will be determined by one or the other of the following methods, at the election of the CONTRACTING OFFICER.
- (1) On the basis of a stated lump sum price, or other consideration fixed and agreed upon by negotiation between the CONTRACTING OFFICER and the CONTRACTOR in advance, or if this procedure is impractical because of the nature of the work or for any reason,
 - (2) On the basis of the actual necessary cost as determined by the CONTRACTING OFFICER, plus a fixed fee to cover general supervisory and office expense and profit. The fixed fee shall not exceed fifteen percent (15%) of the actual necessary costs. The actual necessary cost will include all reasonable expenditures for material, labor, and supplies furnished by the CONTRACTOR and a reasonable allowance for the use of his plant and equipment where required but will in no case include any allowance for general superintendent, office expense, or other

general expense not directly attributable to the extra work. In addition to the foregoing, the following will be allowed: the actual payment by the CONTRACTOR for workmen's compensation and public liability insurance; performance and payment bonds (if any); and all unemployment and other social security contributions (if any) made by the CONTRACTOR pursuant to Federal or State statutes; when such additional payments are necessitated by such extra work. An appropriate extension of the working time, if such be necessary, also will be fixed and agreed upon, and stated in the written order.

B. **Reduced Costs:**

The cost of any change ordered in writing by the CONTRACTING OFFICER which results in a decrease in the contract price will be determined in a manner conformable with paragraph A.2 under Additional Costs.

4.8 DIFFERING SITE CONDITIONS: (NOT APPLICABLE)

A. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONTRACTING OFFICER in writing of:

- (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, or
- (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in this contract.

The CONTRACTING OFFICER shall promptly investigate the condition(s), and if he finds that such conditions do materially differ and cause an increase or decrease in the CONTRACTOR'S cost of, or the time required for, performance of any part of the work under this contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made, and the contract modified in writing accordingly.

- B. No claim of the CONTRACTOR under this article shall be allowed unless the CONTRACTOR has given the notice required in paragraph (A.) above; provided, however, the time prescribed therefore may be extended by the County.
- C. No claim by the CONTRACTOR for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

4.9 TERMINATION OF CONTRACT FOR CONVENIENCE:

A. The COUNTY may, by written notice to the CONTRACTOR, terminate this contract in whole or in part at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill his obligations under this contract.

Upon receipt of such notice, the CONTRACTOR shall:

- (1) Immediately discontinue any part or all services as directed by the County's authorized representative, and
- (2) Deliver to the COUNTY the originals of all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the CONTRACTOR in performing under this contract, whether completed or in process.

- B. If the termination is for the convenience of the COUNTY, an equitable adjustment in the contract price shall be made but no amount shall be allowed for anticipated profit on unperformed services.
- C. If the termination is due to the failure of the CONTRACTOR to fulfill his obligations under this contract, the COUNTY may take over the work and prosecute the same to completion by contract or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for any additional cost occasioned to the COUNTY.
- D. If, after notice of termination for failure to fulfill obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this clause.
- E. The rights and remedies of the COUNTY provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

4.10 TERMINATIONS FOR DEFAULT – DAMAGES FOR DELAY – TIME EXTENSIONS:

- A. If the CONTRACTOR refuses or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within such time, the COUNTY may, by written notice to the CONTRACTOR, terminate his right to proceed with the work or such part of the work as to which there has been delay. In such event, the COUNTY may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completing the work such materials, appliances, and plant as may be on site of the work and necessary, therefore. Whether or not the CONTRACTOR'S right to proceed with the work is terminated, he and his sureties shall be liable for any damage to the COUNTY resulting from this refusal or failure to complete the work within the specified time.
- B. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY so terminates the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for final completion and acceptance of the work together with any increased costs occasioned the COUNTY in completing the work.

- C. If fixed and agreed liquidated damages are provided in the contract and if the COUNTY does not so terminate the CONTRACTOR'S right to proceed, the resulting damage will consist of such liquidated damages until the work is completed and accepted.
- D. The CONTRACTOR'S right to proceed shall not be so terminated nor the CONTRACTOR charged with resulting damage if:
 - (1) The delay in the completion of the work arises from unforeseeable causes beyond the control and without the fault or negligence of the CONTRACTOR, including but not restricted to, acts of God, acts of the COUNTY in its contractual capacity, acts of another Contractor in the performance of a contract with the COUNTY, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors or supplies arising from unforeseeable causes beyond the control and without the fault or negligence of both the CONTRACTOR and such subcontractors or suppliers; and
 - (2) The CONTRACTOR, within ten (10) days from the beginning of any such delay (unless the CONTRACTING OFFICER grants a further period of time before the date of final payment under the contract), notifies the CONTRACTING OFFICER in writing of the causes of delay.

The CONTRACTING OFFICER shall ascertain the facts and the extent of the delay and extend the time for completing the work when, in his judgment, the findings of fact justify such an extension, and his findings of fact shall be final and conclusive on the parties, subject only to appeal as provided in the article of these General Provisions entitled Disputes.

- E. If, after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this article, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this article, or that the delay was excusable under the provisions of this article, the rights and obligations of the parties shall, if the contract contains an article providing for termination for convenience of the COUNTY, be the same as if the notice of termination had been issued pursuant to such article. If, in the foregoing circumstances, this contract does not contain an article providing for termination for convenience of the COUNTY, the contract shall be equitably adjusted to compensate for such termination and the contract modified accordingly; failure to agree to any such adjustment shall be a dispute concerning a question of fact within the meaning of the article of these General Provisions entitled Disputes.
- F. In the event the construction of this project is interrupted, halted or discontinued by the order of a Court of competent jurisdiction or the order of a supervening appropriate government authority over which the COUNTY has no control, then in that event, it is the intention of these specifications that the COUNTY'S liability shall be limited only to the actual value of the work already performed and materials already purchased, with no allowance permitted for loss of profits that would have ultimately accrued to the CONTRACTOR had the CONTRACTOR completed the contract.
- G. The rights and remedies of the COUNTY provided in this article are in addition to any other rights and remedies provided by law or under this contract.
- H. As used in Paragraph (D.1.) of this article, the term subcontractors or suppliers means subcontractors or suppliers at any tier.

4.11 PAYMENTS TO CONTRACTOR:

- A. The COUNTY will pay the contract price, less all costs for overtime superintendence and inspection, as herein-after provided.
- B. The COUNTY will make progress payments monthly as the work proceeds, or at more frequent intervals as determined by the CONTRACTING OFFICER, on estimates approved by the CONTRACTING OFFICER. Progress payments will be due and payable thirty (30) calendar days after the COUNTY receives an acceptable invoice. If requested by the CONTRACTING OFFICER, the CONTRACTOR shall furnish a breakdown of the total contract price showing the amount included therein for each principal category of the work, in such detail as requested, to provide a basis for determining progress payments. In the preparation of estimates, the CONTRACTING OFFICER, at his discretion, may authorize material delivered on the site and preparatory work done to be taken into consideration. Material delivered to the CONTRACTOR at locations other than the site may also be taken into consideration (1) if such consideration is specifically authorized by the contract and (2) if the CONTRACTOR furnishes satisfactory evidence that he has acquired title to such material and that it will be utilized on the work covered by this contract. Such payments shall be conditioned upon submission by the CONTRACTOR of bills of sale or such other procedures satisfactory to the COUNTY to establish the COUNTY'S title to such materials or equipment or otherwise protect the COUNTY'S interest, including applicable insurance and transportation to the site.

- C. All material and work covered by progress payments made shall thereupon become the sole property of the COUNTY, but this provision shall not be construed as relieving the CONTRACTOR from sole responsibility for all material and work upon which payments have been made or the restoration of any damaged work, or as waiving the right of the COUNTY to require the fulfillment of all of the terms of the contract.

4.12 MATERIAL AND WORKMANSHIP:

All work under this contract shall be performed in a skillful and workmanlike manner. The CONTRACTING OFFICER may, in writing require the CONTRACTOR to remove from the work any employee the CONTRACTING OFFICER deems incompetent, careless, or otherwise objectionable.

4.13 SUPERINTENDENCY BY CONTRACTOR: (NOT APPLICABLE)

The CONTRACTOR shall give his personal superintendence to the work or have a competent foreman or superintendent, satisfactory to the CONTRACTING OFFICER, on the work at all times during progress, with authority to act for him.

4.14 PERMITS AND RESPONSIBILITIES:

The CONTRACTOR shall, without additional expense to the COUNTY, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations in connection with the prosecution of the work. He shall be similarly responsible for all damages to persons or property that occurs as a result of his fault or negligence. He shall take proper safety and health precautions to protect the work, the workers, the public, and the property of others. He shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any complete unit of construction thereof which theretofore may have been accepted.

4.15 CONDITIONS AFFECTING THE WORK:

The CONTRACTOR shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work, and the general and local conditions which can affect the work or the cost thereof. Any failure by the CONTRACTOR to do so will not relieve him from responsibility for successfully performing the work without additional expense to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of this contract unless such understanding or representations by the COUNTY are expressly stated in the contract.

4.16 OTHER CONTRACTS:

The COUNTY may undertake or award other contracts for additional work excluded from this contract, and the CONTRACTOR shall fully cooperate with such other Contractors and COUNTY employees and carefully fit his own work to such additional work as may be directed by the CONTRACTING OFFICER. The COUNTY'S separate contractors will coordinate their work with the CONTRACTOR. The CONTRACTOR shall not commit or permit any act which will interfere with the performance of work by any other CONTRACTOR or by employees.

4.17 PATENT INDEMNITY:

Except as otherwise provided, the CONTRACTOR agrees to indemnify the COUNTY and its officers, agents, and employees against liability, including costs and expenses, for infringement upon any Letters, Patents of the United States arising out of the performance of this contract or out of the use or disposal by or for the account of the COUNTY of supplies furnished or construction work performed hereunder.

4.18 COVENANT AGAINST CONTINGENT FEES:

The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty the COUNTY shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

4.19 EQUAL OPPORTUNITY:

During the performance of this contract, the CONTRACTOR agrees as follows:

- A. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, 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, 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 or pay or other forms of compensation; and selection for training, including apprenticeship.

- B. 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, or national origin.
- C. 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 by the CONTRACTING OFFICER advising the labor union or worker's representative of the CONTRACTOR'S commitments under this Equal Opportunity article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. In the event of the CONTRACTOR'S noncompliance with the Equal Opportunity article of this contract or with any of the said rules, regulations, or orders, this contract may be cancelled, terminated, or suspended, in whole or in part.

4.20 SUSPENSION OF WORK:

- A. The CONTRACTING OFFICER may order the CONTRACTOR in writing to suspend, delay, or interrupt all or any part of the work for such period of time as he may determine to be appropriate for the convenience of the public.
- B. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed, or interrupted by an act of the CONTRACTING OFFICER in the administration of this contract, or by his failure to act within the time specified in this contract (or, if no time is specified, within a reasonable time), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by such unreasonable suspension, delay, or interruption and the contract modified in writing accordingly. However, no adjustment shall be made under this article for any suspension, delay, or interruption to the extent (1) that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the CONTRACTOR or (2) for which an equitable adjustment is provided for or excluded under any other provision of this contract.
- C. No claim under this article shall be allowed (1) for any costs incurred more than twenty (20) days before the CONTRACTOR shall have notified the CONTRACTING OFFICER in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order), and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of such suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.21 SUBCONTRACTORS:

Subsequent to the award, the CONTRACTOR shall, submit for approval a complete list of subcontractors who will be engaged by him in the execution of the work. After the list of subcontractors has been approved, no changes shall be made in it without the permission and approval of the CONTRACTING OFFICER. The CONTRACTING OFFICER will, however, permit the CONTRACTOR to take the work out of the hands of any or all of the subcontractors and complete it himself if for any reason it becomes necessary or desirable for him to do so. That portion of the specifications beginning with the CONSTRUCTION SPECIFICATIONS, if included in these documents, is arranged for editorial convenience only, the divisions thereof are not to be construed in the whole as the complete representation of the work, nor individually as authorization or approval by the COUNTY to subdivide the CONTRACTOR'S responsibilities into subcontracts related to such division. Nothing contained in the contract documents shall create any contractual relationship between any subcontractor and the COUNTY.

4.22 FAIR TREATMENT OF SUBCONTRACTORS AND CONTRACTORS:

The CONTRACTOR must make payment to any sub-contractor or contractor within 15 business days of receiving payment from the County for a Contractor invoice submitted to the County that billed for services or commodities provided by that sub-contractor or contractor. Contractors may not impose retainage rates upon sub-contractors that are higher than those imposed upon the Contractor by the County.

4.23 SPECIFICATIONS, STANDARDS, AND FORMS:

Specifications and also standards of associations, societies, and laboratories referred to in these specifications shall become a part of this contract and shall be considered as though incorporated herein. The latest edition or amendment of supplement thereto in effect on the latest bid invitation shall apply. Standards of associations, societies, and laboratories referred to in the specifications may be obtained directly from such organizations.

The COUNTY shall not be responsible for furnishing any drawing, specification, or published material not specifically identified in the Special Provisions of these specifications.

4.24 WORKING HOURS PER DAY:

The normal number of working hours per day on this contract will be limited to eight (8), unless otherwise authorized by the CONTRACTING OFFICER.

4.25 SATURDAYS, SUNDAYS, HOLIDAYS, AND NIGHT WORK:

The CONTRACTOR will not be permitted to do any work which requires the services of the COUNTY'S inspection supervisory forces on Saturdays, Sundays, or holidays unless otherwise authorized by the CONTRACTING OFFICER in writing. However, the CONTRACTOR, with verbal permission of the CONTRACTING OFFICER, may be permitted to perform on Saturdays and holidays, clean-up, and such other items for which no specific payment are involved. In cases of bona fide emergencies, sound judgment shall be exercised.

4.26 CONTRACTOR RESPONSIBLE FOR OVERTIME COST:

In cases where the CONTRACTOR desires to work in excess of the normal number of working hours per day and/or on designated COUNTY holidays, Saturdays, or Sundays, the CONTRACTOR shall submit such requests in writing to the CONTRACTOR at least three (3) days in advance of the requested extended working hour period. The CONTRACTOR shall include with the request the specific tasks or operations to be performed during the proposed period of extended working hours. The CONTRACTOR shall be responsible for all costs incurred by the COUNTY in providing superintendence and inspection services to accommodate the CONTRACTOR in working extended hours including premium time, quality control testing, per diem, and miscellaneous expenses. The COUNTY shall, with documentation, deduct the said monies for superintendence and inspection of the CONTRACTOR's work outside the normal working hours from payments due the CONTRACTOR. Said requested deductions shall not constitute a change or change order to the contract. The CONTRACTOR expressly agrees to the deductions from payments due in accordance with the following fee schedule for those services as deemed necessary by the COUNTY:

COUNTY Staff Actual Cost of Staff
Miscellaneous.....Actual Cost of Staff
OtherActual Cost of Staff

4.27 EMERGENCY WORK:

In case of an emergency, when work requiring supervision by the COUNTY or the CONTRACTOR is to be performed on Saturdays, Sundays, holidays or for longer than eight (8) hours per day, the CONTRACTOR shall request permission of the CONTRACTING OFFICER to do so. If, in the opinion of the CONTRACTING OFFICER, the emergency is bona fide, he will grant permission to the CONTRACTOR to work such hours as may be necessary. Also, if, in the opinion of the CONTRACTING OFFICER, a bona fide emergency exists, he may direct the CONTRACTOR to work such hours as may be necessary whether the CONTRACTOR requests permission to do so or not.

4.28 OPERATING AND RESTORATION: (NOT APPLICABLE)

The CONTRACTOR shall so conduct his operation as not to interfere with or endanger the ordinary use of existing structures, roads, utilities, and other facilities. The CONTRACTOR shall provide and maintain all temporary roadways which may be authorized and all control and safety devices necessary to maintain traffic, safety, and the optimum normal use thereof. Equipment, operations, and materials shall be confined to the limits defined by the CONTRACTING OFFICER.

The site of the work and facilities required to be constructed under the contract shall be maintained in a clean, orderly, and safe condition. Rubbish, surplus materials, and excess equipment shall not be permitted to accumulate during the progress of the work.

After each facility is completed and after all the work under the contract has been completed, the structure, facility, temporary facilities, barricades, toilets, and all the premises shall be left clean and, in a condition, satisfactory to the CONTRACTING OFFICER.

The CONTRACTOR shall restore at his expense any damage to any property, including damage to trees, shrubs, ground cover, and other vegetation, and the CONTRACTOR shall save and hold the COUNTY free from all claims for damages or injury to all persons or property caused or alleged to have been caused by the CONTRACTOR, his agents, employees, workmen, and subcontractors in the execution of this contract.

4.29 WORK STOPPAGE BY THE COUNTY:

The CONTRACTING OFFICER, by issuance of a stop work order, may direct the CONTRACTOR to suspend any work that may be subject to damage because of weather conditions.

4.30 SAFETY AND HEALTH: (APPLICABLE AS APPLIES TO SERVICES BEING PROCURED)

The CONTRACTOR shall conduct his operations, including those involving machinery and self-propelled vehicles and equipment in order to protect the lives and health of employees and other persons; prevent damage to property, materials,

supplies, and equipment; and to avoid work interruptions; and the CONTRACTOR shall, in the performance of this contract, comply with the applicable provisions of Federal, State and Municipal safety, health and sanitation laws and codes, and shall otherwise furnish and employ such additional safeguards, safety devices, protective equipment and measures, and fire preventive and suppressive measures and equipment as shall be necessary for the protection of property and for the life and health of personnel. The CONTRACTOR shall, after receipt of notice of deficiencies, immediately correct the conditions to which attention has been directed. Such notice when served on the CONTRACTOR or his representative at the site of work shall be deemed sufficient.

If the CONTRACTOR fails or refuses to comply promptly with requirements, the CONTRACTING OFFICER may issue an order to suspend all or any part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. No part of the time lost due to any such suspension order shall entitle the CONTRACTOR to any extension of time for the performance of the contract or to excess costs or damages.

The CONTRACTOR shall maintain an accurate record of and shall report to the CONTRACTING OFFICER in the manner and on the form prescribed by the CONTRACTING OFFICER, all cases of death, occupational disease or traumatic injury requiring medical attention or causing loss of time from work, or loss of or damage to property of the CONTRACTOR, the public, or the COUNTY arising out of or in the course of fires or employment incident to performance of work under this contract.

4.31 INSURANCE:

A. Worker's Compensation:

Prior to executing the CONTRACT, the CONTRACTOR shall furnish compensation insurance for employees engaged in this work, shall comply with the Workmen's Compensation Laws of the State of Maryland, and shall give proof of such insurance satisfactory to the CONTRACTING OFFICER.

B. Liability:

Insurance provided shall be in accordance with
PART C

4.32 ADVERTISING:

No signs or advertisements shall be displayed on the work site except with the prior approval of the CONTRACTING OFFICER.

4.33 FEDERAL, STATE, AND LOCAL TAXES:

Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and Local taxes, and duties.

4.34 INSPECTION AND ACCEPTANCE OF WORK: (NOT APPLICABLE)

All work on improvements shall be subject to inspection by the CONTRACTING OFFICER during and upon completion of construction and to approval and acceptance by such representative on behalf of the COUNTY, if said work is found to be in accordance with the CONTRACT.

When all work comprised in this contract has been completed, including cleanup and restoration, the CONTRACTOR shall so notify the CONTRACTING OFFICER in writing; the CONTRACTING OFFICER will then make a final inspection. When defects, errors, and omissions disclosed by the final inspection have been corrected, acceptance will be given in writing, but until such acceptance, the CONTRACTOR shall be responsible for the work covered by this contract.

4.35 ERRORS AND OMISSIONS:

The CONTRACTOR shall, immediately upon his discovery of any statement or detail which is discrepant, or which otherwise appears to be in error, bring the same to the attention of the CONTRACTING OFFICER for decision or correction. Full instructions will always be given if such error or omission is discovered.

4.36 INTENT OF DOCUMENTS:

It is the spirit and intent of these documents, specifications, and of any drawings forming part of them, to provide that the work and all parts thereof shall be fully completed and suitable in every way for the purpose for which designed, and that all parts of the work shall be of a quality be of a quality comparable and consistent with the general industry standards. The CONTRACTOR shall supply all materials and do all work which reasonably may be implied as being incidental to the work of this contract.

4.37 DISPUTES:

- A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the CONTRACTING OFFICER who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the CONTRACTOR.
The decision of the CONTRACTING OFFICER shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the CONTRACTOR mails or otherwise furnishes to the CONTRACTING OFFICER a written appeal addressed to the COUNTY. The decision of the COUNTY for determination of such appeals shall be final and conclusive. In connection with any appeal proceeding under this article, the CONTRACTOR shall be afforded an opportunity to be heard and to offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the CONTRACTOR shall proceed diligently with the performance of the contract and in accordance with the CONTRACTING OFFICER'S decision.
- B. This DISPUTES article does not preclude consideration of questions of law in connection with decisions provided for in Paragraph A above. Nothing in this contract, however, shall be construed as making final the decision of any administrative, official, representative, or board on a question of law.

4.38 COMPLIANCE WITH FEDERAL EMPLOYMENT REGULATIONS:

- A. Federal law requires that employers must verify that an individual whom they plan to employ or continue to employ in the United States is authorized to accept employment in the United States.
- B. By submitting a bid/proposal in response to this solicitation, the Proposer/Contractor certifies that no person will be employed on this project in any manner, including sub-contractors and suppliers, that is not eligible to work in the United States, or whose employment is in violation of State or federal law. The Contractor has sole responsible for compliance with this requirement.
- C. Violation of this requirement may result in termination of the Contract, a penalty of \$1,000 per day or occurrence, whichever is higher, and/or reporting of the violation to the appropriate authorities.

* * * * * END OF GENERAL PROVISIONS * * * * *

PART B – SPECIAL PROVISIONS

1.0 GENERAL

1.1 BACKGROUND

The primary purpose of this procurement is to have Contractor(s) provide and deliver medical, health and safety, surgical, and first aid related equipment, supplies, accessories, and services on an “as-needed” basis. As described herein these services are on an as-needed basis with no minimum quantity guaranteed. The contract(s) resulting from this solicitation will have no monetary value.

1.2 OPEN MARKET

Charles County Government reserves the right to obtain service from Contractors or suppliers other than the Contractor if the estimated cost of the service or parts, materials, and equipment appears unreasonable or on any emergency basis. Using other Contractors shall not void the conditions of this Contract, nor shall it hold the Contractor liable for any additional costs assumed by Charles County Government by procuring on the open market.

2.0 SCOPE OF SERVICES

2.1 PRODUCTS

The County reserves the right to add or delete items available on the contract. The Contractor shall ensure high quality of goods that are new and unused unless otherwise requested by the County. Factory seconds or remanufactured products will not be accepted unless specifically requested by the County in writing. All products provided by the company must meet all Federal, State, and Local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the Contractor for credit at no charge to the County.

2.2 PRODUCTS AUTHENTICITY

The Contractor shall purchase goods directly from the original manufacturer of such products or from authorized distributors of such products that provide the distribution channel(s) and chain of custody of the products (the “Tracking Report”). The Tracking Report will track the source of the product back to the original manufacturer and authenticate the distribution process in a manner similar to pedigree tracking systems for pharmaceutical products. Distributor shall provide the Tracking Report for each Product upon request by and shall provide security and control systems to protect against Product tampering. Distributor represents that any Tracking Report it prepares is accurate and in full compliance with state and federal regulations.

2.3 CUSTOMER SERVICE & REQUIREMENTS

The Contractor(s) shall have a 24-hour “on-call” emergency number for emergency situations that the County can call and speak with someone. There shall be no separate cost to the County for this service. The Contractor shall also:

1. Have two (2) full time local outside sales representation in Maryland
2. Be FDA and ISO certified Kitting facility
3. Attend regularly scheduled meetings (on-site or virtual as requested by the County)
4. Have a full line distributor able to process pharmaceuticals including Class 2 & 4 items as well as pedigree products
5. Provide County staff training for new products for all work shift intervals
6. Be authorized distributor for all products
7. Provide recall information for all products
8. Maintain a warehouse with one hundred fifty (150) miles of the County delivery location stated in *Part B, Section 2.5.2*
9. Have a proven and sustainable disaster recovery plan
10. Be a Verified Accredited Wholesale Distributor (VAWD)

2.4 ONLINE ORDERING/SOFTWARE REQUIREMENTS

The County shall utilize purchase orders or small procurement cards to place orders in accordance with County purchasing code. There shall be no minimum ordering requirements. Simplified ordering of Class II Pharmaceuticals through the County’s secure e-222 Controlled Substances Ordering System (CSOS) without the supporting paper CEA Form 222.

1. The Contractor(s) must be integrated with Operative IQ that shall allow for online ordering
2. Integration shall include expiration date and lot numbers
3. Integration shall allow for orders to be submitted directly to supplier
4. Integration shall provide product availability and pricing
5. Integration shall provide product expiration date and lot numbers for lot tracked items
6. The Primary Contractor shall provide the County with Operative IQ Narcotic Module for twelve (12) months at no charge
7. The solution shall show at minimum the item number, item description, item list price, item contract discount, and extended price
8. Allows multiple authorized users access to place orders
9. Allows items to be added/deleted
10. Prepare and generate reports including at minimum:
 - i. Order history
 - ii. Totals by product
 - iii. Monthly, quarterly, yearly order and expenditure reports
 - iv. Backorder items
 - v. Refunds
11. Online catalog with clear item description and photos
12. Clear description of the unit of measure the item is sold (e.g. each, pack, etc.)
13. Have an ordering approval process where one County employee can enter an order and will route for approval from another County employee
14. Include order specific information such as when an item was ordered, shipped, & received
15. Provide historical information such as order history, invoice history, etc.

2.5 DELIVERY OF GOODS

The County reserves the right to cancel an order and/or refuse delivery acceptable if the items ordered are not furnished timely.

2.5.1 Shipping

The Contractor(s) shall ship all in stock items within twenty-four (24) hours of an order being placed. If an item is on backorder or not an in-stock item, the Contractor (s) shall notify the County representative within twenty-four (24) hours from identifying the problem. All orders shall include a shipping receipt that shall include at minimum, the following information:

1. Contractor’s Name
2. Purchase Order # or State “Small Procurement Card Purchase”
3. RFP #
4. Date of Purchase
5. Itemized List of Items Furnished
6. Quantity, List Price, Discount, Extended Cost of Each Item

7. Name of County Representative that Placed the Order

2.5.2 Location

Delivery location is 9375 Chesapeake Street, Suite 123, La Plata, MD 20646 unless otherwise requested in writing by the County. All deliveries received must be offloaded and delivered inside the building at the Contractors expense. All deliveries shall be signed for by a County Representative. There is no loading dock or pallet jack, so no shipped items shall be made via freight.

2.5.3 Time

Deliveries are accepted Monday through Friday from 8:00 a.m. through 4:30 p.m. (eastern time), except on holidays or otherwise requested by the County.

2.5.4 Issues & Damaged Goods

Items received that are damaged will be either rejected at the time of delivery or as soon as noticed. The County will not be charged any fees for damaged or rejected goods.

2.6 INVOICES

Invoices shall be net thirty (30) days and mailed to: Charles County Government, Department of Emergency Services, 200 Baltimore Street, La Plata, MD 20646, emailed to CharlesCoAP@charlescountymd.gov and emailed to other County email addresses as established after contract execution. Invoices shall at minimum include the RFP#, vendor name, date order was made, and itemized pricing.

2.7 DOCUMENT RETENTION

The Contractor(s) shall retain all books, records, and other documents relative to award for five (5) years after final payment, or until audited. The County, its authorized agents, and/or state auditors shall have full access to and the right to examine any materials during this period.

3.0 PROPOSAL ITEM DESCRIPTIONS

Proposal item quantities are estimated and not guaranteed. The *Cost Proposal Form* establishes the unit price and/or percentage discount to be paid for each proposal item. The Offeror agrees that the prices represent a true measure of the labor, shipping, materials, and services required to provide the specified item, including allowances for overhead and profit for each type and unit of work provided.

3.1 BID ITEMS – SECTION A

For Section A on the *Cost Proposal Form*, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide pricing and percentage discount for all items listed in this section.

3.2 BID ITEMS – SECTION B

For Section B on the *Cost Proposal Form*, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify “N/A” for items not available or offered.

*****END OF SPECIAL PROVISIONS*****

PART C – INSURANCE

1. The Contractor shall provide, at their expense with companies acceptable to the County, and pay premiums for the following insurance:

Applicable	Provision	
☒	Commercial Automobile	Commercial automobile bodily injury and property damage insurance covering all vehicles whether owned, hired, or non-owned operated by/or on behalf of the Contractor in the performance of this contract with not less than the following units: i. Bodily Injury: \$1,000,000 per person \$2,000,000 per occurrence ii. Property Damage: \$500,000 per occurrence

<input checked="" type="checkbox"/>	Worker’s Compensation	In compliance with Maryland Statutory Liability
<input checked="" type="checkbox"/>	Commercial General Liability	Minimum limits of: \$1,000,000 (combined personal injury and/or property damage) per occurrence subject to \$2,000,000 aggregate.
<input checked="" type="checkbox"/>	Employers Liability Insurance:	i. \$500,000 each accident for injury ii. \$500,000 each employee, \$500,000 aggregate for disease
<input type="checkbox"/>	Umbrella excess liability insurance or excess liability insurance	\$5,000,000 each occurrence/ \$5,000,000 aggregate
<input type="checkbox"/>	Professional Liability	Professional liability insurance to include Errors & Omissions coverage with a limit of not less than \$1,000,000 per occurrence subject to \$2,000,000 aggregate.
<input type="checkbox"/>	Builder’s Risk Insurance	<p>The Contractor shall purchase and maintain, in a company or companies, lawfully authorized to do business in the State of Maryland, property insurance written on a builders’ risk “all risk” or equivalent policy form in the amount of the initial contract sum, plus the value of subsequent contract modifications and cost of materials supplied or installed by others, comprising the total value for the entire project at the site on a replacement cost basis. Such property insurance shall be maintained, unless otherwise provided in the contract documents, until final completion and acceptance by the County. This insurance shall list the County Commissioners of Charles County as the Name of Insured on such builder’s risk policy.</p> <p>This insurance shall be on an “all risk” or equivalent policy form and shall include, without limitation, insurance against the perils of fire and physical loss or damage including, without duplication of coverage, property in transit, property stored on or off site, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary building and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation of Architect’s and Contractor’s services and expenses required as a result of such insured loss.</p>
<input type="checkbox"/>	Pollution Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Marine Liability	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.
<input type="checkbox"/>	Environmental Insurance	Includes pollution and use of chemicals in an amount not less than \$2,000,000 per occurrence and \$3,000,000 annual aggregate.
<input type="checkbox"/>	Cyber Insurance	Minimum limits of \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

2. Each such policy shall be from an insurance company licensed to do business in the State of Maryland and which has a policyholder’s rating of A or better and a financial size of X or larger from Best’s Key Rating Guide.
3. The Contractor shall provide the County with Certificates of Insurance and supported by endorsement evidencing the coverage required by this solicitation prior to award of a contract. All Certificates shall reference the solicitation name and number and have an ending date that covers the entire contract term or extension period. The following certificates shall name “The County Commissioners of Charles County” (or other name as directed by the County) as an additional named insured:
 - A. Commercial automobile bodily injury and property damage insurance
 - B. Commercial General Liability

- C. Builder's Risk
- D. Excess Umbrella Liability

4. If the insurance obtained requires deductibles, the Contractor shall pay all costs not covered because of such deductibles. Providing insurance as required herein does not relieve the Contractor of any responsibility or obligations ensuing as a result of the contract award, or for which the Contractor may be liable by law or otherwise. Proof of Insurance will be required and must be submitted prior to final execution of the Contract by Charles County Government. The Contractor shall be solely responsible for all work performed by subcontractors related to any contract awarded as a result of this solicitation, including but not limited to errors, omissions, and neglect.
5. The providing of any insurance required herein does not relieve the successful Offeror of any of the responsibilities or obligations assumed by the Offeror in the Contract awarded or for which the Offeror may be liable by law or otherwise.
6. Failure to provide and continue in force such insurance as required above shall be deemed a material breach of the Contract and shall operate as an immediate termination thereof.

Charles County Commissioners



PREPARED BY:

Charles County Government
Department of Fiscal & Administrative Services
Jenifer Ellin, Director
Shanna Reese, Chief of Purchasing
200 Baltimore Street • La Plata, Maryland 20646
MD Relay: 711 • Relay TDD: 1-800-735-2258

www.CharlesCountyMD.gov



Mission Statement: The mission of the Charles County Government is to provide our citizens the highest quality of service possible in a timely, efficient, and courteous manner. To achieve this goal, our government must be operated in an open and accessible atmosphere, be based on comprehensive long- and short-term planning, and have an appropriate managerial organization tempered by fiscal responsibility. We support and encourage efforts to grow a diverse workplace.

Vision Statement: Charles County is a place where all people thrive and businesses grow and prosper; where the preservation of our heritage and environment is paramount; where government services to its citizens are provided at the highest level of excellence; and where the quality of life is the best in the nation.

Equal Opportunity Employer: It is the policy of Charles County to provide equal employment opportunity to all persons regardless of race, color, sex, age, national origin, religious or political affiliation or opinion, disability, marital status, sexual orientation, genetic information, gender identity or expression, or any other status protected by law.

CHARLES COUNTY GOVERNMENT

Department of Fiscal and Administrative Services - Purchasing Division
Telephone: 301-645-0656

RFP No. 22-42 – Medical Supplies**ADDENDUM NUMBER ONE**

TO: All Offerors

Be advised of the following modification(s) & information related to Request for Proposals (RFP) 22-42. These modifications, comments, and attachments are hereby made a part of the solicitation documents to the same extent as if bound therein.

1. Changes – RFP Solicitation**A. Part A, Section 1.2 – Proposal Submission Instructions & Forms**

Delete forms provided in “RFP 22-42 – Forms – 220317.docx” in its entirety and replace with **RFP 22-42 – Revised Forms – 220331.docx and RFP 22-42 – Revised Cost Proposal Form – 220331.xlsx** available on the County’s Bid Board.

Cost Proposal Form has been revised. It has been updated and is now in MS Excel.

B. Part B, Section 2.4, Item 8

Delete the strikethrough text and add the bold italicized text:

8. Maintain a warehouse with ~~one hundred fifty~~ ***within two hundred (200)*** miles of the County delivery location stated in Part B, Section 2.5.2.

2. Clarification

A. The term “List Price” in the RFP solicitation document and Cost Proposal Form shall refer to the retail price.

*****END OF ADDENDUM*****

RFP 22-42 – REVISED FORMS – 220331.docx

Vendor Questionnaire

In an effort to improve the quality of service to the vendor/contractor/consultant community, the Fiscal & Administrative Services Department - Purchasing Division is welcoming you to complete this questionnaire after the specific procurement process in which you participated in is finalized.

Please return the completed questionnaire to: Charles County Government, Attn: Purchasing Division, 200 Baltimore St., La Plata, MD 20646; or via email at: PurAdmin@CharlesCountyMD.gov.

For the following series of statements, please indicate the degree in which you agree/disagree with the statement.					
1. Procurement process-based statements	Strongly Disagree		Neutral		Strongly Agree
The terms and conditions in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
The technical specifications or scope of work in the solicitation (RFQ, ITB, RFP, etc.) were clear and concise.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Adequate time was allotted for responding to the solicitation (RFQ, ITB, RFP, etc.).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Your inquiries and concerns were addressed in a timely and professional manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You were treated in a friendly and professional manner by Purchasing staff.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
You would respond to future solicitations issued by this office.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
A. If you have chosen to not respond to a solicitation in the past, please indicate your reason(s) below:					
<input type="checkbox"/> Other commitments precluded participation at the time <input type="checkbox"/> Inexperienced in the work/commodities required <input type="checkbox"/> Specifications were unclear, too restrictive, etc. (Explain in COMMENTS section) <input type="checkbox"/> Doing business with the County is simply too complicated (Explain in COMMENTS section) <input type="checkbox"/> We cannot be competitive (Explain in COMMENTS section) <input type="checkbox"/> Time allotted for completion of the Quote/Bid/Proposal is insufficient <input type="checkbox"/> Bonding/Insurance requirements are restrictive (Explain in COMMENTS section) <input type="checkbox"/> Bid requirements (other than specifications) are unreasonable (Explain in COMMENTS section) <input type="checkbox"/> MBE or SLBE requirements (Explain in COMMENTS section) <input type="checkbox"/> Prior County contract experience was unprofitable or otherwise unsatisfactory (Explain in COMMENTS section) <input type="checkbox"/> Other reasons: _____					
Comments:					

ADDENDUM CERTIFICATION FORM

Note N/A if Not Applicable.

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: _____

Addendum Number:

Date of Addendum:

1

3/31/2022

The undersigned acknowledges County issued addendums:

Signature: _____

Date: 4/20/2022

Name & Title: Shawn Saylor, CFO

REFERENCE FORM #1

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 1 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #2

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 2 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #3

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 3 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #4

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 4 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #5

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: 5 Jurisdiction/Entity Name: _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

REFERENCE FORM #

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: *Please see attached References Page*

Bidder/Offeror/Quoter must provide references for projects similar in nature and scope to the work required in the solicitation document. Fields expand as content is typed Incomplete forms may be deemed non-responsive. This form may be duplicated if additional space is required.

Reference #: _____ **Jurisdiction/Entity Name:** _____

Address: _____ Phone: _____
_____ Fax: _____
_____ Email: _____

Contact Person: _____ Title: _____

Project Name: _____

Describe in detail the project including the work performed:

Describe in detail how the work performed relates to the work in this solicitation:

PROPOSED SUB-CONTRACTORS FORM

Note N/A if Not Applicable. This form may be duplicated if additional space is required

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

Sub #: _____ Company/Firm Name: _____ Percentage of Participation: _____

Minority Firm Minority Class: _____ Non-Minority Firm

Address: _____

Products/Services: _____

The undersigned certifies the accuracy of the content provided on the Proposed Sub-Contractors Form:

Signature: _____ Date: _____

Name & Title: _____

MBE UTILIZATION AFFIDAVIT FORM

*****Note N/A if Not Applicable.*****

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: N/A

Provide the following information about your firm:

- 1. Certified Minority Business Enterprise? Yes No
 - a. Certified by: State of Maryland? Yes No
 - b. Federal 8-A Registration? Yes No
 - c. Charles County Local Government? Yes No
 - d. Other (please list) _____

Principle Owner's Minority Class (please check):

African American Asian American Women Hispanic American
 Native American Other (please list): _____

- 2. If the response to Question 1 is no, have Minority Business Enterprises provided services, or supplied any items associated with your response to this Request for Quotes, Request for Proposals, or Invitation to Bid? Yes No

NOTE: If the response to Question 2 is yes, please include a list on the next page of all MBE subcontractors, names and addresses, the nature of the services or supplies being furnished, percentage of the overall contract amount and complete the remainder of this form. If the response to Question 2 is no, please provide signature and title at bottom of form.

Total Bid/Proposal/Quote: \$ _____

Total Minority Business Enterprise Bid/Proposal Cost/Value/Amount: \$ _____

Percent of Total Minority Business Enterprise Contract: _____ %

The undersigned certifies the accuracy of the content provided on the MBE Utilization Affidavit Form:

Signature: _____ Date: _____

Name & Title: _____

NON-COLLUSION AFFIDAVIT FORM

Solicitation #: 22-42 Solicitation Name: Medical Supplies

Bidder/Offeror/Quoter: Bound Tree Medical LLC

I do solemnly declare and affirm, under the penalties of perjury, the following:

1. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate or employee of the Bidder/Offeror/Quoter, nor any person in his behalf, has in any way agreed, connived or colluded with any one for and on behalf of the Bidder/Offeror/Quoter, to obtain information that would give the Bidder/Offeror/Quoter an unfair advantage over others, nor gain any favoritism in the award of this contract, nor in any way to produce a deceptive show of competition in the matter of bidding or award of this contract.

2. That neither I, nor the best of my knowledge, information and belief, the Bidder/Offeror/Quoter, nor any officer, director, partner, member, associate of the Bidder/Offeror/Quoter, nor any of its employees directly involved in obtaining contracts with the State of Maryland or any County or any subdivision of the State has been convicted of bribery, attempted bribery or conspiracy to bribe under the laws of any State or Federal Government of acts or omissions committed after July 1, 1977, except as noted below: All pursuant to Article 78A, Section 16D of the Annotated Code of Maryland.

Signature

Shawn Saylor, CFO
Name and Title of Signer

Bound Tree Medical LLC
Company

4/20/2022
Date

Subscribed to and sworn to before me, a Notary Public of the

_____ (state/district & county/city: e.g., Maryland, Charles County)

4/20/2022 (date: e.g., January 1, 2022) first written above.

Notary Public

My Commission Expire

SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT

Note N/A if Not Applicable.

Solicitation Information		
Solicitation Name: <u>Medical Supplies</u>	Solicitation #: <u>22-42</u>	
Part 1. Prime Bidder/Offeror SLBE Status		
Name of Bidder/Offeror: <u>N/A</u>		
Respond to the following questions:		
	Check One	
	Yes	No
1. Is the Prime Contractor a Registered SLBE?	<input type="checkbox"/>	<input type="checkbox"/>
If Yes, identify the Bidder/Offeror's SLBE Registration #:		
	Yes	No
2. If the response to Question 1 is "No", is the Bidder/Offeror claiming SLBE preference based upon the use of registered SLBE(s) to provide services or items associated with the Bidder's/Offeror's Bid/Proposal?	<input type="checkbox"/>	<input type="checkbox"/>
NOTE: If the response to Question 2 is Yes, complete Part 2 below and the "SLBE Subcontractors Participation Schedule" form in Part 4.		
Part 2. SLBE Subcontractor Participation		
Provide the total value of SLBE work to be provided and complete the "SLBE Subcontractors Participation Schedule" form in Part 4 identifying the individual SLBE(s) and the amount of their intended involvement.		
Total Bid/Proposal Price:	\$	
Total SLBE Work – Bid/Proposal Value:	\$	
Percentage of Total Work (Dollar Value) of SLBE(s):	%	
Part 3. Certification of SLBE Preferences		
By signing below, the BIDDER/OFFEROR certifies that it has complied with SLBE program requirements and during the course of the project will maintain all terms and conditions set forth in the SLBE forms, including the SLBE participation schedule and Letters of SLBE Intent. Additionally, the BIDDER/OFFEROR will notify the Chief of Purchasing within 72 hours via written notice if a subcontractor on the SLBE participation schedule is unable to perform work set forth in the schedule; and within 7 consecutive days of making the determination, make a written request to amend the SLBE participation schedule. The COUNTY shall be granted access to inspect any relevant matter related to SLBE Program compliance, including records and the jobsite and to interview subcontractors and workers. The BIDDER/OFFEROR is aware that noncompliance, as determined by the COUNTY, may result in the BIDDER/OFFEROR to take corrective actions and/or result in sanctions as set forth in the contract.		
_____	_____	_____
<i>Signature</i>	<i>Title</i>	<i>Date</i>

Part 4. SLBE Subcontractors Participation Schedule

Instructions: Identify each registered SLBE subcontractor below, including SLBE registration numbers, Federal Employer Identification Numbers (FEINs), company names and addresses, the nature of the services or supplies being furnished, value of work to be performed by the SLBE, and the percentage of the overall project amount and complete the “Official Letter of SLBE Intent” with each SLBE subcontractor/joint-venture partner included in the schedule below.

SLBE Registration #	FEIN or Social Security #	Company Name Address Phone & Fax	Services to be Provided	Value of SLBE Work From Letter of Intent	SLBE % of Contract
				\$	%
				\$	%
				\$	%
				\$	%
				\$	%

If additional space is needed, please submit information on a separate sheet and attach hereto. For each registered SLBE subcontractor identified, complete an “Official Letter of SLBE Intent” form provided below.

OFFICIAL LETTER OF SLBE INTENT

Note N/A if Not Applicable.

A LETTER OF INTENT is required for each SLBE identified in Part 4 of the SMALL LOCAL BUSINESS ENTERPRISE (SLBE) UTILIZATION AFFIDAVIT. The LETTER OF INTENT must be signed by both the Bidder/Offeror and Registered SLBE Firm.

Solicitation Information		
Solicitation Name: <u>Medical Supplies</u>	Solicitation #: <u>22-42</u>	
Part 1. To be Completed by the Bidder/Offeror		
Name of Bidder/Offeror: <u>N/A</u>		
Address: _____		
Contact Name/Title: _____		
Telephone: _____ Fax: _____		
Email: _____		
Identify the services to be performed or items to be supplied by the SLBE, including Bid Item (if applicable):		

Value of Work to be Performed by the SLBE: <u>\$</u> _____		
Value of Work as a Percentage of Total Bid/Proposal Price: _____ %		
Part 2. To be Completed by the SLBE		
Name of SLBE: _____		
SLBE Registration #: _____		
Address: _____		
Contact Name/Title: _____		
Telephone: _____ Fax: _____		
Email: _____		
Part 3. Certification of SLBE Intent		
The Bidder/Offeror certifies its intent to utilize the SLBE identified above for the effort identified in this bid/proposal, and that the work described above is accurate. Bidder/Offeror will provide the County with a copy of the related subcontract agreement and/or purchase order prior to commencement of the SLBE's work. The SLBE firm certifies that it has agreed to provide such work identified and/or supplies for the amount stated above.		
Bidder/Offeror:	_____	_____
	<i>Signature</i>	<i>Title</i>
	_____	_____
	<i>Signature</i>	<i>Date</i>
SLBE Firm Rep:	_____	_____
	<i>Signature</i>	<i>Title</i>
	_____	_____
	<i>Signature</i>	<i>Date</i>

SAMPLE CONTRACT

THIS CONTRACT, made on _____, by and between _____ hereinafter called the CONTRACTOR, and the CHARLES COUNTY COMMISSIONERS, hereinafter called the COUNTY. The parties to this CONTRACT intend to form a CONTRACT under seal.

WHEREAS, the CONTRACTOR will provide the necessary services for **RFP No. 22-42, MEDICAL SUPPLIES**, in CHARLES COUNTY, MARYLAND subject to all conditions, covenants, stipulations, terms and provisions contained in the General Provisions and Special Provisions being in all respect made a part hereof, at and for a sum equal to the aggregate cost of the services, materials, and supplies done or furnished, at the prices and discounts respectively named therefore in the proposal, attached hereto;

NOW, THEREFORE, THIS CONTRACT WITNESSETH, that the CONTRACTOR both hereby covenant and agree with the COUNTY that he will well and faithfully provide said necessary services for the individually listed unit prices and percentage discount shown on the COST PROPOSAL FORM in accordance with each and every one of the above-mentioned General Provisions and Special Provisions, at and for a sum equal to the aggregate cost of the services, materials, and supplies done and furnished at the prices and discounts respectively named therefore in the Contractor’s proposal dated **(TBD)** attached hereto and will well and faithfully comply with and perform each and every obligation imposed upon him by said General Provisions and Special Provisions.

The base term of the CONTRACT shall begin on the date of Contract Execution by the County and end on June 30, 2023, with an option for five (5) 1-year renewals at the sole option of the County. Each 1-year renewal shall commence on July 1 and end on June 30 of the following calendar year.

And the COUNTY doth hereby covenant and agree with the CONTRACTOR that it will pay to the CONTRACTOR when due and payable under the terms of said General Provisions and Special Provisions, the above-mentioned sum; and it will well and faithfully comply with and perform each and every obligation imposed upon it by said General Provisions and Special Provisions or the terms of said award.

IN WITNESS WHEREOF, the parties hereto have set their hands and respective seals as of this day and year first above written:

XXXXXXXXXX XXXXXXXXXXXX XXXXXX

COUNTY COMMISSIONERS OF CHARLES COUNTY, MARYLAND

By (Signature): (SEAL)

By: _____

Printed Name/Title: _____

TBD

(Date)

(Date)

(Address)

Approved as to Form and Legal Sufficiency:

(City, State, Zip Code)

TBD

(SEAL)

(Secretary)

(Date)

(Witness)

(Date)

NOTES:

IF CONTRACTOR IS A CORPORATION, THE CORPORATE SECRETARY MUST ALSO SIGN, AND THE CORPORATE SEAL MUST BE IMPRESSED. IF THE CORPORATION DOES NOT POSSESS A SEAL, SIGNATORIES MUST "CIRCLE" THE WORD (SEAL) AND INITIAL.

BUSINESS ENTITIES OTHER THAN CORPORATIONS MUST SIGN, "CIRCLE" THE WORD (SEAL), AND INITIAL. SIGNATURES MUST BE WITNESSED AND DATED.

RFP 22-42 - REVISED COST PROPOSAL FORM - 220331

1. Offeror Information

Offeror/Company Name: **Bound Tree Medical LLC**

Point of Contact Name & Title: **Steve Gruenwald, Account Manager**

Point of Contact Email: **submitbids@boundtree.com**

Point of Contact Telephone #: **800.533.0523**

Offeror Address: **5000 Tuttle Crossing Blvd.**

Dublin, OH 43016

Company Formation Date: **2004**

FEIN#: **31-1739487**

By signing below, the offeror certifies the information provided in this section is accurate:

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

2. Conditions

- a. The contact information listed in Section 1 shall be used by the County to communicate with the offeror.
- b. The offeror is licensed or will be licensed to do business in the State of Maryland prior to contract award.
- c. The offeror complies with and takes no exceptions to all requirements of the RFP.
- d. The proposal is valid for a minimum of one hundred twenty (120) days from the proposal due date.
- e. This proposal is submitted in accordance with the County's Notice to Offerors requesting proposals to be received for the work outlined in the RFP.
- f. The offeror certifies that their firm is not debarred, suspended, or otherwise ineligible for participation in government procurement by the federal government, the State of Maryland, or any other state, county, or municipal government.
- g. The offeror agrees to furnish all services as outlined in the RFP for the prices listed in Section 3.

By signing below, the offeror acknowledges and agrees to the conditions described in this section.

Signature: _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

Please Note: UOM may not be accurate based on how BTM sells each item. Please refer to the BTM Item List below for accurate prices/UOM

3. Pricing

* For Section A on the Cost Proposal Form, the Offeror shall provide pricing rounded to the nearest whole cent (e.g., \$.01) along with percentage discount rounded to the nearest hundredth (e.g. 25.15%). The Offeror must provide bid on all items in this section.

* For Section B on the Cost Proposal Form, the Offeror shall provide percentage discounts rounded to the nearest hundredth (e.g. 25.15%). The percentage discount shall be applied to the list price of items purchased not specified in Bid Item - Section A. The Offeror can specify "N/A" for items not available or offered.

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	\$ 459.90	Case	57.56%	\$ 195.18	35	\$ 6,831.30
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	\$ 1,029.99	Each	33.98%	\$ 680.00	20	\$ 13,600.00
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	\$ 42.99	Each	56.85%	\$ 18.55	65	\$ 1,205.75
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	\$ 1,349.00	Box	35.58%	\$ 869.00	75	\$ 65,175.00
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	\$ 10.11	Case	61.68%	\$ 3.87	45	\$ 174.32
A6	Glucagon 1mg, 1ml, vial kit with sterile water	\$ 282.99	Each	49.73%	\$ 142.25	240	\$ 34,140.00
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	\$ 151.99	Pack	30.64%	\$ 105.42	100	\$ 10,542.00
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	\$ 739.90	Case	38.30%	\$ 456.50	10	\$ 4,565.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A9	Nasal Narcan Spray 4mg	\$ 62.50	Each	27.71%	\$ 45.18	75	\$ 3,388.77
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	\$ 997.00	Case	82.33%	\$ 176.18	50	\$ 8,808.84
A11	Supraglottic Airway kit	\$ 55.99	Each	41.97%	\$ 32.49	25	\$ 812.25
A12	IV Solution lactated ringers 500ml bags	\$ 329.00	Case	79.77%	\$ 66.57	30	\$ 1,997.07
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	\$ 39.99	Each	53.61%	\$ 18.55	60	\$ 1,113.00
A14	IV Catheter, Clearsafe comfort all sizes	\$ 99.95	Case	57.63%	\$ 42.35	65	\$ 2,752.86
A15	Ketamine, 10ml vial	\$ 211.99	Box	59.99%	\$ 84.82	20	\$ 1,696.40
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	\$ 699.99	Pack	49.46%	\$ 353.75	25	\$ 8,843.75
A17	Glucose test strips	\$ 17.29	Box	47.72%	\$ 9.04	125	\$ 1,130.00
A18	IV Solution, Dextrose:						
A18.1	Dextrose 5%, 100mL bag	\$ 509.00	Case	49.12%	\$ 259.00	100	\$ 25,900.00
A18.2	Dextrose 10%, 250mL bag	\$ 278.16	Case	77.91%	\$ 61.44	100	\$ 6,144.00
A19	Verapamil Vial:						
A19.1	5mg vial	\$ 1,549.75	Each	41.99%	\$ 899.00	20	\$ 17,980.00
A19.2	10mg vial	\$ 290.00	Each	36.20%	\$ 185.03	20	\$ 3,700.64

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A20	Amiodarone Vial: 50mg/mL vial	\$ 121.99	Each	59.38%	\$ 49.55	10	\$ 495.50
A21	Fentanyl: 100 mcg/mL vial	\$ 67.99	Box	45.59%	\$ 36.99	70	\$ 2,589.30
A22	Epinephrine 1:1000 1ml	\$ 240.00	Each	47.27%	\$ 126.56	25	\$ 3,164.07
A23	Ketamine, 20ml vial	\$ 549.90	Each	54.42%	\$ 250.66	40	\$ 10,026.36
A24	IV extension set	\$ 196.00	Box	56.63%	\$ 85.00	25	\$ 2,125.00
A25	IV administration set: 10gtt set, two Y sites	\$ 174.50	Box	67.91%	\$ 56.00	25	\$ 1,400.00
A26	Automatic BP Cuff for LP 15:						
A26.1	Pediatric	\$ 8.79	Each	63.37%	\$ 3.22	60	\$ 193.20
A26.2	Adult	\$ 44.79	Each	49.56%	\$ 22.59	60	\$ 1,355.40
A26.3	Large Adult	\$ 8.79	Each	44.37%	\$ 4.89	60	\$ 293.40
A27	Endotracheal tube:						
A27.1	Size 2.0 - 5.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A27.2	Size 5.0 - 10.0	\$ 1.80	Box	61.11%	\$ 0.70	100	\$ 70.00
A28	Diphenhydramine 50mg/ 1ml vial	\$ 60.50	Box	52.20%	\$ 28.92	15	\$ 433.80
A29	Albuterol 0.083%, 2.5mg/3ml	\$ 10.19	Box	71.34%	\$ 2.92	25	\$ 73.00

A. BASE PROPOSAL ITEMS							
1	2	3	4	5	6	7	8
Item#	Description of Items	List Price	U/M	Percent Discount	Extended Price [3-(3*5)]	Est. Qty.*	Total Price
A30	Midazolam 5mg/1ml	\$ 77.99	Box	84.41%	\$ 12.16	10	\$ 121.60
A31	EKG paper for LP15	\$ 299.40	Case	62.53%	\$ 112.20	15	\$ 1,683.00
A32	Hypodermic Needles w/shielding mechanism:						
A32.1	18g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22
A32.2	21g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25
A32.3	22g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.25
A32.4	25g	\$ 38.99	Box	57.30%	\$ 16.65	25	\$ 416.22
A33	TOTAL BASE PROPOSAL ITEMS (SUM OF ITEMS A1 THROUGH 32)						\$ 246,259.51

**Estimated Quantities (Est. Qty.) may or may not be used and are not guaranteed*

The undersigned has caused this proposal pricing Section A to be executed as of the date indicated below:

Signature _____

Date: **4/20/2022**

Name & Title: **Shawn Saylor, CFO**

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B1	3M Healthcare	30.00%
B2	Abbott	30.00%
B3	ADI Medical	30.00%
B4	Allied HealthCare	30.00%
B5	AMBU	30.00%
B6	American Diagnostic Corp.	30.00%
B7	Ansell	30.00%
B8	B. Braun Medical	30.00%
B9	Baxter	30.00%
B10	Becton Dickinson	30.00%
B11	Briggs Healthcare	30.00%
B12	Cardiac Science	30.00%
B13	Cardinal Health	30.00%
B14	Care Fusion	30.00%
B15	Combat Medical	30.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B16	ConMed	30.00%
B17	Conterra	30.00%
B18	Curaplex(incl. Evalve Med and Tri-Anim Heath Services)	30.00%
B19	Duka Corp.	30.00%
B20	Dynarex Corp.	30.00%
B21	Ecolab	30.00%
B22	H&H Associates	30.00%
B23	Hartwell	30.00%
B24	Hawkpacks	30.00%
B25	Healthmark	30.00%
B26	Honeywell	30.00%
B27	Intersurgical Inc.	30.00%
B28	JtPosey	30.00%
B29	Laerdal	10.00%
B30	Lightning Storm	30.00%
B31	Masimo	30.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B32	Medical Device International	30.00%
B33	Medline Industries	30.00%
B34	Medsource Int.	30.00%
B35	Medtronic (Incl. Covidien, Kendall, and Nellcor)	30.00%
B36	Meret Oxygen Products	30.00%
B37	Metrex	30.00%
B38	Morrison Medical	30.00%
B39	Mylan	30.00%
B40	Nasco International	30.00%
B41	NeoTech	30.00%
B42	North American Rescue	30.00%
B43	Owens and Minor	30.00%
B44	Parent Production	30.00%
B45	Pelican Products	30.00%
B46	Persys	30.00%
B47	Pharmaceuticals	15.00%

B. Additional Items		
Item No.	Description	Percent Discount off List Price**
B48	Philips	30.00%
B49	Phillips	30.00%
B50	Propak	30.00%
B51	Pulmodyne	30.00%
B52	Safetec	30.00%
B53	Simulaid	10.00%
B54	Smith Medical	30.00%
B55	SSCOR	10.00%
B56	Stat Packs	30.00%
B57	Stryker	30.00%
B58	Sun Med	30.00%
B59	Teleflex (Incl. Pyng, Rusch, Tory, and Wolf)	30.00%
B60	UCAP IT (software excluded)	See Percent Off Sheet
B61	Welch Allyn	30.00%
B62	Westmed	30.00%

**** Percent discount shall apply to items not listed in Section A above and shall also be utilized for the term of the contract.**

The undersigned has caused this proposal pricing Section B to be executed as of the date indicated below:

Signature _____

Date: **4/20/2022** _____

Name & Title: **Shawn Saylor, CFO** _____

Item List for Charles County Emergency Services
Medical Supplies

Charles County Emergency Services Line ID	Charles County Emergency Services Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
A1	Naloxone 2Mg 2ML Luer Jet Prefilled syringe	373369	NALOXONE 2MG 2ML LUER JET 1029B 10EA/CS	IMS LIMITED	7632933691	\$ 195.18	10/CS
A2	DCI Adult reusable sensor, 20-pin connector, 3ft SpCO	2712-26963	Masimo Rainbow DCI, Adult Reusable Sensor, 20-pin Connector, 3 ft, SpCO, SpMet, SpO2	MASIMO	2696	\$ 680.00	1/EA
A3	Defib ECG adult pads w/quik-combo connector 2ft lead, LP12, LP15	16384	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Adult	CURAPLEX BY BOUND TREE	6600205H	\$ 18.55	1/PR
A4	Smart Capnoline plus Non-intubated, oral nasal w/O2 tubing, adult	177268	SMART CAPNOLINE PLUS NON INTUBATED, ORAL NASAL W/O2 TUBING, ADULT/INTERMEDIATE 100EA/BX	MEDTRONIC (covidien)	MVAO100U	\$ 8.69	1/EA
A5	Electrodes, red dot, foam tape and sticky gel, w/o Abrader: Red dot monitoring electrode with foam tape and sticky gel, adult, 1.36 in L x 1.60 in W; 50 per bag	C925301	Electrodes, Red Dot, Monitoring, Foam Tape, Sticky Gel, w/Abrader 50/bg 20bg/cs	3M	2570	\$ 9.69	50/BG
A6	Glucagon 1mg, 1ml, vial kit with sterile water	0593-03	Glucagon 1mg, 1ml vial kit with 1ml Sterile Water	OTHER MANUFACTURER	63323-0593-03	\$ 142.25	1/EA
A7	Epinephrine,1:10000, 1mg, 10ml Luer Jet	373316	*MFG B/O* Epinephrine 1:10000, 1mg, 10ml Luer Jet 1019B 10ea/pk	IMS LIMITED	7632933161	\$ 105.42	10/PK
A8	O2 max Bitrac ED Mask, w/Neb, Adult, w/3-Set valve, Ohmeda Connector: Pulmodyne Item #313-7556XN-1EA	313-7556XN-1EA	O2-MAX Fixed 3-SET O2-CPAP, w/Integrated Neb, Bitrac ED Mask w/Ohmeda Quik-Connect, Adult MED	PULMODYNE	313-7556XN-1	\$ 45.65	1/EA
A9	Nasal Narcan Spray 4mg	0353-02	Nasal Narcan Spray 4mg, 0.1ml, (Naloxone) 2/bx 12bx/cs	Emergent Devices (Adapt Pharma Inc)	69547-353-02	\$ 90.36	2/BX
A10	IV flush Syringe, normal saline, 10ml, Prefilled 12cc syringe, sterile	600-10	IV Flush Syringe, Normal Saline, 10 ml, Prefilled 12 cc Syringe, Sterile 100ea/bx 4bx/cs	AQUABILITI	2T0806	\$ 0.44	1/EA
A11	Supraglottic Airway kit	2114-44434	*NEW DESIGN* Supraglottic Airway Kit, King LTS-D Adult, incl Tube, 60cc Syringe, Lube, Red, Size 4	AMBU	KLTS434	\$ 32.49	1/EA
A12	IV Solution lactated ringers 500ml bags	G0903	IV Solution, Lactated Ringers 500ml Bag 24ea/cs BBraun L7501	B. BRAUN MEDICAL, INC	L7501	\$ 2.77	1/EA
A13	Defib/ECG pads pediatric w/quick-combo connector for LP12, LP15, LP10	16383	Curaplex Select Multi-Function Defibrillator Pads, Physio Control, Pediatric	CURAPLEX BY BOUND TREE	6600201H	\$ 18.55	1/PR
A14.1	IV Catheter, Clearsafe comfort all sizes; Size 14ga	1612-84110	ClearSafe Safety IV Catheter 14ga x 1.25in	CURAPLEX BY BOUND TREE	MS-84114	\$ 1.25	1/EA
A14.2	IV Catheter, Clearsafe comfort all sizes; Size 16ga	1612-84120	Curaplex IV Catheter, ClearSafe, 16 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84116	\$ 1.25	1/EA
A14.3	IV Catheter, Clearsafe comfort all sizes; Size 18ga	1612-84130	Curaplex IV Catheter, ClearSafe, 18 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84118	\$ 1.25	1/EA
A14.4	IV Catheter, Clearsafe comfort all sizes; Size 20ga	1612-84240	Curaplex IV Catheter, ClearSafe Comfort, 20 ga x 1 1/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84220	\$ 1.30	1/EA
A14.5	IV Catheter, Clearsafe comfort all sizes; Size 22ga	1612-84250	Curaplex IV Catheter, ClearSafe Comfort, 22 ga x 1 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84222	\$ 1.30	1/EA
A14.6	IV Catheter, Clearsafe comfort all sizes; Size 24ga	1612-84260	Curaplex IV Catheter, ClearSafe Comfort, 24 ga x 3/4 in, Safety 50ea/bx 4bx/cs	CURAPLEX BY BOUND TREE	MS-84224	\$ 1.30	1/EA
A15	Ketamine, 10ml vial	2051-05	C3 KETAMINE 100MG/ML, 5ML VIAL, 10/BX	PFIZER INC.	0409205105	\$ 84.82	10/BX
A16	4 Wire limb lead w/12 lead capability ECG 5ft trunk cable LP12, LP15	2743-01811	*SEE NOTES* 4 WIRE LIMB LEAD W/12 LEAD CAPABILITY ECG 5ft TRUNK CABLE-RT ANGLE CONNECTOR-LP12 LP15	STRYKER	11111-000018	\$ 353.75	1/EA
A17	Glucose test strips	2763-53050	Blood Glucose Test Strips, Assure Prism Multi 50/bx*Approved for Multipatient Use*	Arkray	530050	\$ 9.04	50/BX
A18.1	IV Solution, Dextrose: Dextrose 5%, 100mL bag	7923-23EA	Dextrose, 5%, 100ml Bag *MFCTR Backorder*	ICU MEDICAL	0792323	\$ 2.59	1/EA
A18.2	IV Solution, Dextrose: Dextrose 10%, 250mL bag	7520-20	IV Solution, Dextrose 10% 250ml Bag 24ea/cs	B. BRAUN MEDICAL, INC	L5202	\$ 2.56	1/EA
A19.1	Verapamil Vial: 5mg vial	0074114401	Verapamil, 5mg, 2ml Vial	PFIZER INC.	0409114405	\$ 899.00	25/BX
A19.2	Verapamil Vial: 10mg vial	AB1144-02	Verapamil, 10mg, 4ml Vial	PFIZER INC.	0409114402	\$ 185.00	5/BX
A20	Amiodarone Vial: 50mg/mL vial	0616-03	Amiodarone, 150mg, 3ml Vial	OTHER MANUFACTURER	63323-0616-03	\$ 49.55	25/PK
A21	Fentanyl: 100 mcg/mL vial	379094	Fentanyl, Class II, 0.05mg/ml, 2ml Vial	PFIZER INC.	0409909422	\$ 36.99	25/BX

Item List for Charles County Emergency Services
Medical Supplies

Charles County Emergency Services Line ID	Charles County Emergency Services Item Description	Bound Tree Medical Item #	Bound Tree Medical Item Description	Vendor Name	Vendor Item #	Quoted Price	Selling UOM
A22	Epinephrine 1:1000 1ml	103-10	Epinephrine 1mg, 1ml ampule 1ea 10ea/pk	BPI LABS, LLC	54288-103-10	\$ 126.51	10/PK
A23	Ketamine, 20ml vial	0181-20	C3 Ketamine 10mg/ml 20ml Vial 10/bx	OTHER MANUFACTURER	996504	\$ 250.70	10/BX
A24	IV extension set	1714-31081	Curaplex 8in Extension Set	CURAPLEX BY BOUND TREE	AE3108-CUR	\$ 0.85	1/EA
A25	IV administration set: 10gtt set, two Y sites	G1010	IV Admin Set, 96 in, 10 Drop, 2 Y Sites 50ea/cs	AMSINO INTERNATIONAL INC	109602	\$ 1.12	1/EA
A26.1	Automatic BP Cuff for LP 15: Pediatric	2614-21309	BP Cuff, FlexiPort, Size 9 Child, Disposable, Two Tube, Locking Connector 20ea/cs	WELCH ALLYN, INC..	SOFT-09-2MQ	\$ 3.22	1/EA
A26.2	Automatic BP Cuff for LP 15: Adult	2615-21311	BP Cuff, FlexiPort, Size 11 Adult, Reusable, Two Tube, Locking Connector	WELCH ALLYN, INC..	REUSE-11-2MQ	\$ 22.59	1/EA
A26.3	Automatic BP Cuff for LP 15: Large Adult	2614-21312L	BP Cuff, FlexiPort, Size 12L LG Adult Long, Disposable, Two Tube, Locking Connector 20ea/cs	WELCH ALLYN, INC..	SOFT-12L-2MQ	\$ 4.89	1/EA
A27.1	Endotracheal tube: Size 2.0 - 5.0	2113-20245	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 4.5mm	CURAPLEX BY BOUND TREE	2113-20245	\$ 0.70	1/EA
A27.2	Endotracheal tube: Size 5.0 - 10.0	2113-20250	CURAPLEX Endotracheal Tube, Cuffed, w/o Stylette, 5.0mm	CURAPLEX BY BOUND TREE	2113-20250	\$ 0.70	1/EA
A28	Diphenhydramine 50mg/ 1ml vial	0376-25	DIPHENHYDRAMINE 50MG/ML 1ML SDV 2035 - BENADRYL 25 VIALS/PK	Hikma Pharmaceuticals USA Inc	0641037625	\$ 28.92	25/PK
A29	Albuterol 0.083%, 2.5mg/3ml	9501-25	ALBUTEROL 0.083% 2.5MG, 3ML 25VIALS/BX	NEPHRON PHARMACEUTICALS CORP	9501-25	\$ 2.92	25/BX
A30	Midazolam 5mg/1ml	2308-01	C4 Midazolam 5mg, 1ml Vial 10/bx	PFIZER INC.	0409230801	\$ 12.16	10/BX
A31	EKG paper for LP15	2745-10108	Curaplex ECG Chart Paper, Thermal, 108mm, Red Grid, for Physio- Control LP11, LP12, LP15 1/RL 60RL/CT	CURAPLEX BY BOUND TREE	LP12	\$ 1.87	1/RL
A32.1	Hypodermic Needles w/shielding mechanism: 18g	1641-91830	Safety Glide Hypodermic Needle, 18ga x 1 1/2inch	Becton Dickinson	305918	\$ 0.33	1/EA
A32.2	Hypodermic Needles w/shielding mechanism: 21g	G4010	Safety Glide Hypodermic Needle, 21ga x 1inch	BECTON DICKINSON	305915	\$ 16.65	50/BX
A32.3	Hypodermic Needles w/shielding mechanism: 22g	C012350	Safety Glide Hypodermic Needle, 22ga x 1 1/2inch	BECTON DICKINSON	305900	\$ 16.65	50/BX
A32.4	Hypodermic Needles w/shielding mechanism: 25g	62305916	Needle Hypodermic, SafetyGlide, 25 ga x 1 inch, with shielding mechanism 500ea/cs (50/bx 10bx/cs)	Becton Dickinson	305916	\$ 0.33	1/EA

To Whom It May Concern:

In response to your bid request, Bound Tree Medical is pleased to offer 30% off of the prices from the current Bound Tree Medical Emergency Medical Product Catalog. These items are also available for reference on our website, www.boundtree.com.

In order to provide a percentage off list discount, it is necessary for Bound Tree to exclude certain product categories or manufacturer products. This is largely due to the cost variability of these items as a result of market demand and raw material costs.

Products excluded from the percentage off bid include the following:

Manufacturers Excluded	Product Categories Excluded
<i>Cardio Partners</i>	<i>Capital Equipment</i>
<i>Ferno Washington</i>	<i>Custom Kits</i>
<i>KingFisher Medical</i>	<i>Inventory & Secure Storage Systems</i>
<i>Laerdal - 10%</i>	<i>King Vision</i>
<i>Simulaids - 10%</i>	<i>Preventative Maintenance</i>
<i>SScor - 10%</i>	<i>Rescue Buddies</i>
<i>Thermal Angel</i>	<i>Service Contracts</i>
<i>Z-Medica (QuikClot)</i>	<i>Supraglottic Airways and Kits</i>

In addition, Pharmaceutical and IV Solutions product categories will be offered at a 15% discount from the current listed prices on www.boundtree.com.

Bound Tree Medical is unable to hold prices static for the period of time requested, but we are able to hold the proposed percentage off for the term of the contract.

We are pleased to provide you with a competitive bid for the emergency medical supplies and equipment that you are seeking. Please contact our Bids and Contracts Department at 800-533-0523 with any questions. Thank you.

Sincerely,

Tyler Craig

Tyler Craig
Pricing Analyst
Bid & Contracts
Bound Tree Medical, LLC



THE PHARMACEUTICAL ADVANTAGE

Bound Tree Medical specializes in emergency medical equipment, supplies and product expertise for EMS providers, supporting customers with EMS-experienced account managers, product specialists and customer service representatives.

In addition to a full line of EMS equipment and supplies, Bound Tree Medical also offers a full line of EMS pharmaceuticals and accessories, including Class II and Class IV drugs.

Bound Tree is known for leadership and professionalism within the industry. We protect our customers and uphold federal standards by complying with regulatory guidelines pertaining to pharmaceuticals. Because of our vast product offering and commitment to high quality service, Bound Tree is the leading choice to fulfill your pharmaceutical needs.



VAWD Certified State and Nationally Licensed

Several of Bound Tree's Distribution Centers have received VAWD (Verified - Accredited Wholesale Distributors) accreditation from the National Association of Boards of Pharmacy (NABP). VAWD accreditation is achieved after a criteria compliance review that includes a rigorous evaluation of operating policies and procedures, licensure verification, survey of facility and operations, background checks and screening through the NABP Clearinghouse. Our accreditation demonstrates that we are in compliance with state and federal laws and that our prescription drugs are distributed safely and securely.

For a complete listing of VAWD-Accredited Facilities, please visit:

<https://nabp.pharmacy/programs/accreditations-inspections/drug-distributor/accredited-drug-distributors/>



Compliant with DSCSA Requirements

Under the Drug Supply Chain Security Act (DSCSA), entities in the supply chain including manufacturers, wholesale distributors, and dispensers have responsibilities to meet the requirements of the DSCSA. As of May 1, 2015 all wholesalers are required by law, under the DSCSA, to provide transaction information, transaction history and transaction statements for the pharmaceuticals that they supply.

Bound Tree is compliant with these FDA standards which helps improve patient protection by preventing the distribution of substandard or ineffective drugs and while providing our customers with the product and transaction information they need to be in compliance with the FDA standards.

Under the DSCSA you are responsible for knowing that your prescription drug wholesale distributor is an authorized trading partner who holds a valid state or federal license. Bound Tree Medical is licensed federally and in all 50 states. Purchasing from a licensed and VAWD accredited distributor like Bound Tree Medical makes great strides to ensure none of your purchases will ever be counterfeit, contaminated, improperly stored and transported, ineffective, and/or unsafe.

Wholesaler Distributor licenses can be searched online:

www.fda.gov/Drugs/DrugSafety/DrugIntegrityandSupplyChainSecurity/ucm281446.htm



Controlled Substance Ordering System (CSOS)

Class II Controlled Substances can be ordered through our secure electronic Controlled Substances Ordering System (CSOS) without the supporting paper DEA Form 222! The DEA's CSOS program is the only allowance for electronic ordering of Class II controlled substances. To participate in CSOS, the DEA registrant must first acquire a CSOS digital certificate from the DEA. Once the certificate is received, Class II orders can be placed through our secured website: e222.boundtree.com

For more information about CSOS please visit: www.deaecom.gov

Bound Tree will continue to accept paper 222 forms for those who wish to utilize that method for ordering.



Pharmaceutical Price Increase

It is Bound Tree's intent not to increase pricing on pharmaceutical products for the initial contract term. However, manufacturers have recently been significantly increasing prices on pharmaceutical products due to market conditions and the associated costs to comply with federal legislations. In the event such price increases occur after the bid award, Bound Tree will notify you of such increases and provide adequate documentation from the manufacturer to demonstrate evidence of increase. The new pricing will then go into effect based on a notification period provided. If the customer does not accept the increase, Bound Tree reserves the right to remove the product(s) from the contract or find an alternative product at no additional cost to Bound Tree.

Partners in EMS



In-Service Training

Our EMS-experienced Account Managers can provide quality in-service training and support to you and your department. Since they live in your area, they understand state and local requirements and protocols.



Advanced Online Tools

From free online continuing education courses at www.BoundTreeUniversity.com to elaborate online ordering tools at www.boundtree.com, we are focused on the most cutting edge technology that will streamline your day-to-day operations.



24-Hour Disaster Support

Our Emergency Disaster Support Program can provide relief efforts to agencies that require immediate deployment of emergency medical supplies. To activate the program, call 800-863-0953 and identify your needs.



Grants Support

Safety and patient care should never be compromised because of inadequate budgets. Our experienced grant writers can help you find funding opportunities for equipment, training, personnel and vehicles at www.boundtreegrants.com.



Passion and Perspective

At the heart of Bound Tree Medical is a team of employees who are passionate about EMS and the communities they serve. We have the experience required to meet your needs.



Bound Tree Medical is a specialty distributor of emergency medical equipment, supplies, pharmaceuticals and product expertise for fire departments, military, government institutions and other EMS organizations that provide pre-hospital, emergency care. We support our customers with our team of EMS-experienced product specialists, customer service representatives and local account managers, backed by strong vendors and a national distribution network.

From everyday disposable items to extensive capital equipment, we offer thousands of quality products from leading manufacturers to help our customers save lives. Our cutting-edge distribution model and five nationwide distribution centers allow us to provide prompt and accurate delivery anywhere in the United States. We are passionate about EMS and have developed specialty programs to demonstrate our dedication, including scholarships, grants support and disaster support. We strive to truly understand the needs and demands of EMS providers and deliver the products and services that address those needs.



Bound Tree

800.533.0523 | www.boundtree.com



Welcome.

Bound Tree Medical (BTM) is a leading, nationwide distributor of emergency medical equipment, supplies and pharmaceuticals to EMS, government customers, fire and other first responders.

Nationwide stats and facts.

- **Strategically located** to service 98% of our customers within two days.
- **Over 1 million** packages are shipped annually.
- **Over 30,000** customers serviced.
- **20 million lbs.** of medical supplies shipped in 2020.
- **8 million lbs.** of PPE equipment shipped to help our medical professionals fight COVID 19.
- **State-of-the-art facilities** focused on quality, reducing carbon footprint and providing best-in-class service levels.



Fast facts.

- **Offices** in Dublin, OH.
- **Over 40 years** as the single largest distributor of EMS Supplies to first responders - Fire Departments, Law Enforcement and EMS Agencies, both private and public.
- **Over 15,000** medical supplies, equipment and pharmaceuticals from hundreds of leading healthcare manufacturers.

Sourcing & supply integrity.

- **Source** high-quality products, carefully vetted to meet FDA requirements.
- **Maintain** strict ethical pricing standards.
- **Allocate** inventory fairly and equitably based on purchase date.
- **Communicate** shortages pro-actively with backorder reports and online tools.

Operationally ready.

- **Over 100 sales consultants** around the country, many are former paramedics and EMT's.
- **5 dedicated distribution centers** (CA, TX, FL, PA, MS) and 1 kitting facility in TX.
- **100% operational facilities** throughout pandemic, following strict health & safety protocols.
- **Dedicated Customer Care** staff highly responsive, answering calls in <1 min even during peak.
- **24/7 Emergency Disaster Support** in response to the pandemic and other natural disasters.

Solutions that matter.

- **Bound Tree's Curaplex® brand** is value-priced to help overcome budget constraints.
- **Curaplex® pre-assembled kits** provide safety, convenience and cost savings.
- **Inventory management solutions** like UCapIt, Operative IQ and ESO help EMS Providers control costs.
- **500 scholarships** awarded to students wanting to become EMT's.
- **Free cadaver labs** held across the country to provide hands-on clinical training.
- **No charge CEUs**, webinars, podcasts and other resources offered via Bound Tree University.



Current situation.

- **Financial challenges plague EMS** across all delivery models; rural EMS is in a crisis. Low reimbursements from CMS & commercial insurers, frequently below the cost of the care provided, and lack of funding to support EMS have been the primary contributing factors.
- **High levels of stress, fatigue and burnout** among the EMS workforce. Workforce shortages as reported in national news are exacerbating an already very challenging environment.
- **EMS is a small percentage** of the consumption of PPE within the healthcare market and was left under-allocated for PPE during the pandemic.
- **EMS impacted by shortages and short expiration dates** on critical cardiac arrest and respiratory therapy drugs. Pharmaceutical companies prioritize large hospital GPOs & IDNs over EMS
- **Inefficiencies in using the Strategic National Stockpile** to provide critical PPE to EMS agencies who were the “Tip of the Sword” during the pandemic
- **Community paramedicine** remains an underutilized asset in local healthcare systems due to the lack of reimbursement for this highly cost effective, patient-centered type of care

Advocating for EMS.

- **Increased sourcing efforts** during the pandemic, making financial investments in PPE inventory.
- **Partnered with US government** to address challenges in getting FDA-approved products, given significant counterfeit in N95 masks and gloves.
- **Volunteered to assist** FEMA, HHS, DHS, DoD, FDA and CDC officials as “Voice of EMS” for Committee for the Distribution of Medical Resources Necessary to Respond to a Pandemic, advocating for effective distribution of PPE to first responders.
- **Advocated for increased allocation and funding** for EMS and hardest-hit communities through outreach to over 35 congressional offices.
- **Providing critical data monthly** to HHS Preparedness and Response teams, providing them greater visibility of PPE needs for EMS during the COVID-19 pandemic, as well as future pandemics and natural disasters.
- **Working with the Federal Maritime Commission** and west coast terminal operators to prioritize essential medical supplies at US ports.

How Congress can help.

- **Adjust the ambulance fee schedule** to cover the cost of the emergent, urgent and preventive care provided by EMS, and include reimbursement for treatment in place, transport to alternate designations, telemedicine facilitation, and community paramedicine.
- **Support Bound Tree’s efforts** with pharmaceutical companies and the FDA to prioritize production of key lifesaving drugs for EMS at reasonable costs, as well as to reduce the amount of “short expiration dates.”
- **Fully fund the SIREN Act** (Support and Improving Rural EMS Needs) in FY2022.
- **Support efforts to strengthen** America’s Strategic National Stockpile by directing SNS to partner with healthcare distributors to manage PPE during pandemics and natural disasters.





NAVIGATING EVERY DAY CARE

As the healthcare landscape evolves, Curaplex® responds with cost-effective clinical products that enable providers to deliver quality treatment and improve patient outcomes. With a robust portfolio of everyday products and specialty solutions across multiple clinical categories, Curaplex® continues to anticipate the needs of tomorrow's healthcare while responding to the needs of today



Thousands of Products



Significant Savings



Expert Account Managers



Continuous Quality Improvement



Nationwide Distribution



Innovative New Products

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Instruments/Personal Items »



IV/Drug Delivery »



Immobilization »



Monitoring/Defibrillation »



SHOP ALL CURAPLEX® PRODUCTS »



BOUND TREE MEDICAL EMERGENCY DISASTER SUPPORT PROGRAM

If your agency is in need of emergency medical supplies and equipment, the Bound Tree Medical Emergency Disaster Support Program is here to help. This program enables you to call our Disaster Support Hotline 24 hours a day to report major incidents and identify medical supply needs. Once reported, Bound Tree Medical personnel will take immediate measures to assist in relief efforts.

GET HELP IN THREE SIMPLE STEPS

-  1. Report a major incident.
-  2. Call the Bound Tree Medical Disaster Support Hotline.
-  3. Receive emergency medical supplies.

Bound Tree Medical is the only national, EMS focused supplier in the country. We have a proven track record of supplying vital customer needs in situations from hurricanes, tornadoes and floods to MCI's. Our national presence and multiple regional warehouses stocked with products specifically for emergency preparedness make us the clear choice when every minute counts. To learn more about the Bound Tree Medical Emergency Disaster Support Program, contact Customer Service.

**CALL US FOR ASSISTANCE WITH
DISASTROUS INCIDENTS.**

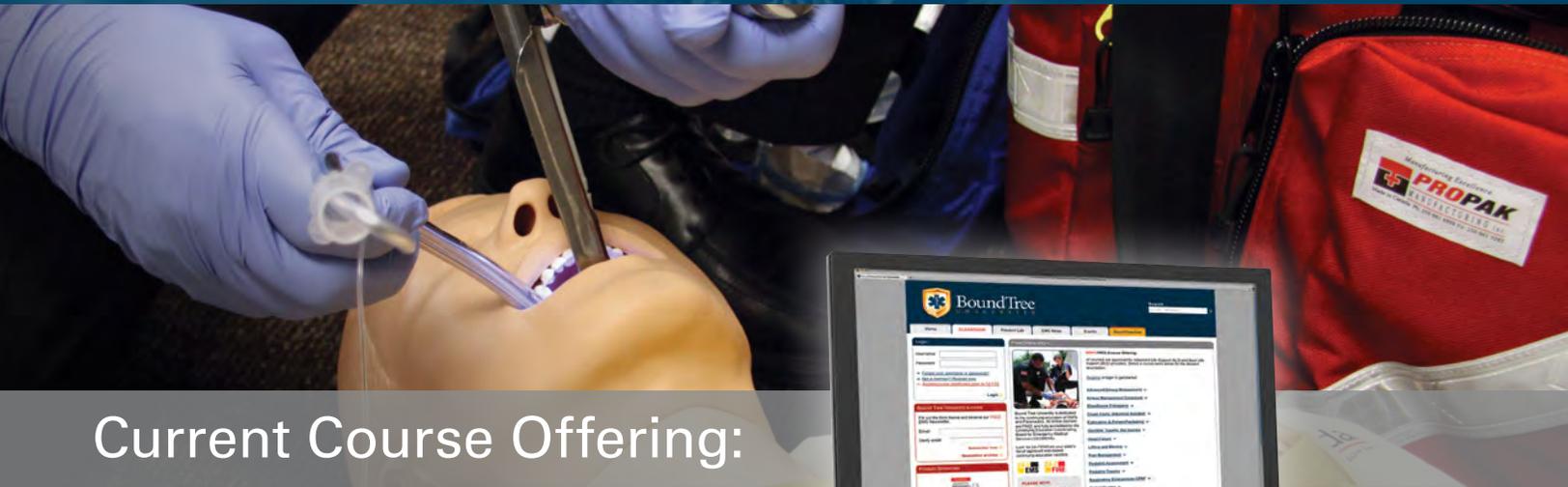
Bound Tree Disaster Support Hotline | **800.863.0953**



Need to report a major incident and alert us to your emergency medical supply needs? Simply call the toll-free Disaster Support Hotline at 800.863.0953.

FREE CEUs

www.BoundTreeUniversity.com



Current Course Offering:

- Acute MI and STEMI »
- Asthma »
- Evidence-based Guidelines for EMS Providers »
- Safe Transport of the Pediatric Patient »
- Pediatric Shortness of Breath »
- Capnography for Respiratory Distress »
- Emergency Operations EMS1 »
- Anaphylaxis »
- CHF vs. COPD »
- Sepsis »



Bound Tree University is dedicated to the continuing education of EMTs and Paramedics. All online courses are FREE and fully accredited by the Continuing Education Coordinating Board for Emergency Medical Services (CECBEMS). Each course is worth 1.5 credit hours and they are approved for both Advanced Life Support (ALS) and Basic Life Support (BLS) providers.

In partnership with  Bound Tree and 



BoundTree
UNIVERSITY

National References

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Customer Service

Bound Tree Medical is focused on providing service to meet the needs of our customers throughout the United States. We have a deep commitment to help those that help others. The specialized market that we serve drives us to create the best possible solutions for our customers. We are here to serve you.

Our nationwide toll-free Customer Service line is 800-533-0523. Bound Tree Medical routes calls by origin of the zip code of the caller which, results in more customer awareness among those agents responding to customer calls.

There are a variety of methods to place orders and verify pricing:

- 1) Internet: Customers have access to real-time pricing and stock availability 24 hours a day, 7 days a week. www.boundtree.com
- 2) Email: Orders may be emailed to customer service at customerservice@boundtree.com.
- 3) Phone: Our dedicated team of customer service representatives can answer questions or take your orders from 7:30 AM to 8:00 pm EST.
- 4) Fax: Our nationwide toll-free fax line is available 24 hours a day at 800-257-5713.
- 5) Mail: Orders may be mailed to our corporate office. An order form is included in the back of our catalog for convenience.

The Customer Service Department is comprised of 27 staff members. Customer Service Representatives respond to inbound calls and make outbound calls to customers to provide information regarding product availability, shipment and delivery schedule changes. These same representatives are available to answer questions about shipments or process returns when necessary.

If an item goes onto a long term backorder, Bound Tree will work to find equivalent substitute items for the backorder. If it is the customer preference to approve all substituted items, Bound Tree Customer Service will seek approval prior to shipping sub items.

Bound Tree Medical is proud to offer our customers access to an Emergency Disaster Support line at 800-863-0953, which operates 24 hours a day, 7 days per week. It is staffed by on-call managers, who are accessible through routing of calls to cell phones. After leaving a message, a return call is originated within 20 minutes.

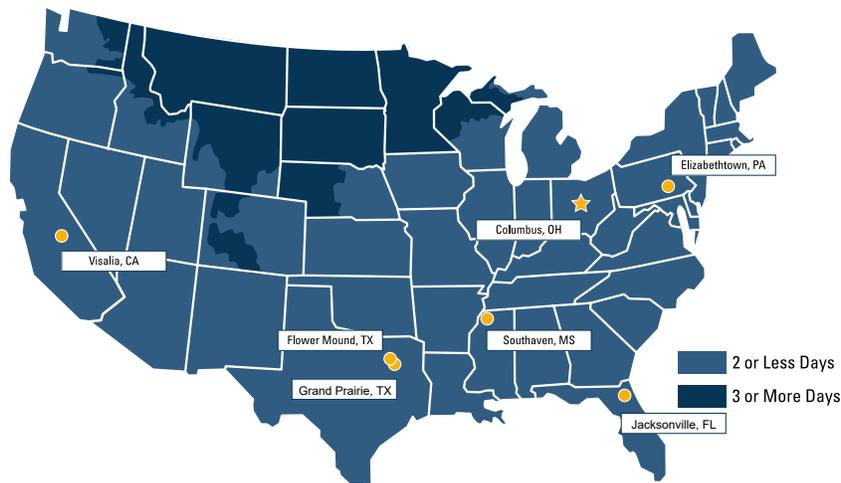
Bound Tree Medical allows customers to purchase on open account. The proper account application must be completed and submitted. Bound Tree Medical will assign an account number to each application. Each account has one billing/payables address but may have several shipping/receiving addresses.

In addition, the Federal Drug Administration (FDA) requires Bound Tree Medical to retain a Medical Director (physician) signature, contact information and license photocopy when purchasing legend items and/or pharmaceuticals.

Customers may purchase by Master Card, VISA, Discover or American Express. Prepaid orders are also accepted

Nationwide Distribution

Bound Tree operates 5 distribution centers strategically positioned for operational efficiency and disaster response. 96% of all of our customers can be reached using UPS Ground within 2 business days.



Headquarters:

Bound Tree Medical
 5000 Tuttle Crossing Blvd.
 Dublin, OH 43016
 Phone: 800.533.0523
 Fax: 800.257.5713

Bound Tree Medical Distribution Centers

Grand Prairie, TX

2911 S. Great Southwest Parkway
 Suite 200
 Grand Prairie, TX 75052

Flower Mound, TX

1420 Lakeside Parkway
 Suite 105
 Flower Mound, TX 75028

Elizabethtown, PA

1605 Zeager Road
 Elizabethtown, PA 17022

Southaven, MS

481 Airport Industrial Drive
 Suite 101
 Southaven, MS 38671

Visalia, CA

2243 N. Plaza Drive
 Visalia, CA 93291

Jacksonville, FL

2619 Ignition Drive
 Suite 2
 Jacksonville, FL 32218

Product Return Information

NON-WARRANTY PRODUCT RETURN POLICY

Prior to returning a product, please contact the Bound Tree Medical Customer Service Department at 800-533-0523 to obtain a return merchandise authorization (RMA) number. This will help us to expedite your return and allow us to give you the proper credit. Once you have received your RMA number please follow the return policy guidelines.

All pharmaceuticals, items with expiration dates, and items that are subject to FDA tracking requirements are not returnable. Bound Tree Medical will only accept returns for pharmaceuticals if it was an error on our part. If so, please contact us within 7 calendar days of receipt of the product to obtain an RMA number. Items received without an RMA or after 15 calendar days will not receive credit.

If Bound Tree Medical makes an error in fulfilling or shipping your order, we will promptly rectify the mistake at no cost to you. If we have made an error and you wish to return the product(s) to us, notification must be received within 15 days of invoice. Following the initial error notification, please follow the return policy guidelines:

Non-returnable Items Include:

1. Items that are special order items.
2. Items that are buy-to-order (BTO) items.
3. Items that have been marked or engraved.
4. Items returned with broken packaging or not in original packaging.
5. Customized items, any sterile product that has been opened or items determined by Bound Tree Medical not to be in resalable condition.
6. Product that is more than 60 days older than the invoice date.

Return Policy Guidelines:

1. Items returned within 30 days of the invoice date will not be subject to a restocking fee.
2. Items returned 31 - 60 days than the invoice date will be subject to a 15% restocking fee.
3. Items older than 60 days from the invoice date will not be accepted in our warehouse and will be returned to the customer.
4. Please write the RMA number clearly on the package label.
5. Enclose a copy of the original invoice or packing list in the box.
6. Send the package freight prepaid.

7. Returns must be received by Bound Tree Medical within 30 days of issuance of RMA number.

8. Items received without a RMA number will not be eligible for credit.

RETURNS FOR PERSONAL PROTECTIVE EQUIPMENT (PPE)

Bound Tree Medical has experienced a significant surge in orders for personal protective equipment (PPE) due to the outbreak of Ebola and we are working closely with our suppliers to keep up with the increased demand. To further this effort and ensure that we do not over-allocate products based upon excess order quantities, PPE products will no longer be eligible for return. Additionally, all open PO's for PPE products will not be cancellable after placement. This policy update is effective October 22, 2014. We will revisit this update when the Ebola crisis has subsided and alert you to any additional changes.

As indicated on the Bound Tree return policy, all returns require an approved RMA number. Items received without an RMA will not receive credit. Please contact Customer Service at 800-533-0523 if you have questions or would like additional information.

RETURN FOR REPAIRS

Items to be returned for repair must be prepared according to the most recent OSHA requirements. Items must be properly cleaned and verified with a statement on the outside of the package. Proof of purchase must be included with all manufacturer warranty repairs. Please contact our Customer Service Department for additional information.

CLAIMS

All claims for damage occurring in transit must be made upon receipt of goods by customer directly to the carrier. Please save all boxes and packing material. All shipment errors must be reported immediately upon receipt to Bound Tree Medical Customer Service.

Online Ordering Capabilities

- a. Bound Tree Medical provides a user-friendly online ordering system with advanced features that restrict user access to predefined products that can be approved for purchase using a predefined purchasing path with maximum or minimum users as defined by the contracted customer.
- b. The advanced user platform of BoundTree.com allows customers to self-administer (add/delete) their specific product offering based on the entire Bound Tree Medical online catalog.
- c. Users on BoundTree.com can gather information and prepare self-administered reports based on up to two years of historical data.
 - Trends can be tracked by running reports that can include all shipping locations, or that can be tailored to a specific shipping address.
 - A purchase summary report can be self-generated to view total products purchased over a selected period of time.
 - The purchase summary report can be sorted in ascending order by total sales per item.
 - Purchase summary reports and items per month reports can be self-exported in spreadsheet format for additional evaluation.
 - The purchase summary report provides item usage totals based on monthly, quarterly and yearly expenditures.
 - Reports can be self-exported in spreadsheet format.
- d. Product name, short description and detailed descriptions are maintained for items on BoundTree.com. Product photography is uploaded to the website based on manufacturer availability. Custom photography is also available to supplement manufacturer-supplied items.
- e. A “sold by” column is available on product detail pages to clearly describe available units of measure.
- f. Purchase requisition and order processing paths are predefined and self-administered by an online administrator. User roles include “order submitters” and “order approvers”. Multiple-levels of approvers can be established with the option to auto-forward orders awaiting approval with no activity.
- g. Unit and total price for each order are displayed in the shopping cart checkout process.
- h. A web administrator can setup and self-administer user IDs which trigger an' e-mail to the user for password setup. Self-administered password reset tools are available to users.
- i. The system does permit an administrator to specify maximum quantities that can be ordered for a given item on a single order. Quotas provide a way for an administrator to self-administer total purchases. To maintain maximum item thresholds, order approvers can monitor and adjust each item on purchase requests throughout the approving and purchasing process.
- j. The purchase requisition process provides date and time stamps for all purchase requisition activities.
- k. Invoice history is posted on BoundTree.com for user access.



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105	
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Sarnova, Inc., Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	INSURER A: Hartford Fire Insurance Co. 19682	
	INSURER B: Hartford Casualty Insurance Co 29424	
	INSURER C: Noetic Specialty Insurance Co 17400	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570090448183 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			33UUNVG3435	12/01/2021	12/01/2022	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$300,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			33 UEN FH4745	12/01/2021	12/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
							BODILY INJURY (Per person)	
							BODILY INJURY (Per accident)	
							PROPERTY DAMAGE (Per accident)	
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10,000			33RHUVG1892	12/01/2021	12/01/2022	EACH OCCURRENCE	\$10,000,000
							AGGREGATE	\$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTHER
							E.L. EACH ACCIDENT	
							E.L. DISEASE-EA EMPLOYEE	
							E.L. DISEASE-POLICY LIMIT	
C	Products Liab			N210H380025 Claims Made	12/01/2021	12/01/2022	Aggregate Limit	\$10,000,000
							Agg Deductible	\$150,000
							Per Occ Limit	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage.

CERTIFICATE HOLDER

CANCELLATION

Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast, Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Sarnova, Inc., Bound Tree Medical, LLC	
POLICY NUMBER See Certificate Number: 570090448183			
CARRIER See Certificate Number: 570090448183	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Products Liab			N210H380025 Claims Made	12/01/2021	12/01/2022	Per Occ Deductible	\$50,000

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Bound Tree Medical LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ P

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

5000 Tuttle Crossing Blvd.

Requester's name and address (optional)

6 City, state, and ZIP code

Dublin, OH 43016

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									

or

Employer identification number									
3	1	-	1	7	3	9	4	8	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ Michael Root

Date ▶ 01/03/2022

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



CHARLES COUNTY GOVERNMENT
Department of Fiscal & Administrative Services

Jenifer Ellin
Director

Phone | 301-645-0570
Fax | 301-645-0505
Email | DFS@CharlesCountyMD.gov

June 13, 2022

Steve Gruenwald, Account Manager

"SENT VIA EMAIL"

Bound Tree Medical LLC

5000 Tuttle Crossing Blvd.

Dublin, OH 43016

Email: submitbids@boundtree.com

Re: RFP 22-42, Medical Supplies

Notice of Intent to Award:

Dear Mr. Gruenwald:

You are hereby informed that the County intends to award a contract to your firm for your proposal submitted in response to the County's RFP 22-42, Medical Supplies project as the primary awardee and Henry Schein, Inc. of Melville, NY as an additional awardee. Specifically, the County Commissioners have accepted your unit process stated on the Revised Cost Proposal Form dated April 20, 2022, to provide these commodities. A copy of the scoring matrix is attached for your information. Award is contingent upon completion of the ten (10) day protest period commencing on the date of this notice.

The County has three options for executing the contracts. Please email me at SeidenY@CharlesCountyMD.gov letting me know your preference.

1. **Option 1:** You will sign the contract. Then email the signed contract to me, or
2. **Option 2:** The County will mail a copy of the contracts to the address listed on the Revised Cost Proposal Form. Your firm will sign the contract, and then return the signed copy to me, or
3. **Option 3:** The County will electronically route the contract for electronic signature utilizing Adobe Acrobat DC. If you select this option, please include the following information with your response. *Note: The electronic routing will be limited these individuals.*
 - Name/Title of individual signing the contract (name and email address)
 - Company Address, City, State, and Zip Code
 - Secretary (name and email address, if required depending on content listed in the notes of the contract)
 - Witness (name and email address)

Please email me your preference option as soon as possible or before 9:00 am (Eastern Time) Tuesday, June 21, 2022. Once I have received your preference option, I will continue the contract execution process. If I do not hear from you by this date and time, the County will mail contracts to your firm for execution. Congratulations on being selected for these important services. We thank you for your proposal and look forward to working with you. Feel free to contact me at SeidenY@CharlesCountyMD.gov or 301-645-0659 if you have any questions.

RFP 22-42 – Medical Supplies

Notice of Intent to Award – Bound Tree Medical LLC.

Date: June 13, 2022

Page 2

Sincerely,

Yaffa Seiden

Yaffa Seiden
Assistant Chief of Purchasing

YS:mb

Encl.

RFP 22-42: MEDICAL SUPPLIES

EVALUATION SUMMARY

Vendor	Technical Evaluation Score	Cost Evaluation Score	Total Proposal Score
Bound Tree Medical LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	38.6	60.0	98.6
Henry Schein, Inc 135 Duryea Road Melville, NY 11747	28.8	2.4	31.2



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-134

Meeting Date: 2/17/2026

TITLE:

ADOPT AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, REQUIRING STAFFING AT SELF-SERVICE CHECKOUT STATIONS

DEPARTMENT: CITY MANAGER'S OFFICE

PRESENTED BY: JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER

CONTACT INFORMATION: JAY BARKMAN, GOVERNMENT AFFAIRS MANAGER
(714) 754-5347

RECOMMENDATION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations, and direct staff to return to City Council with a report on implementation and outcomes in one year.

BACKGROUND:

At the November 4, 2025, City Council meeting, the City Council directed staff to return with a draft ordinance replicating the City of Long Beach's ordinance.

At the January 20, 2026, City Council meeting, the City Council received public comments and directed staff to revise the draft ordinance. The revisions included removing the alternative compliance language, addressing food retail stores over 85,000 square feet, and including local store management in the notice of violation requirements. Staff was further directed to return to Council in one year for a review.

At the February 4, 2026, City Council meeting, Councilmember Reynolds proposed amendments to the proposed ordinance extending the cure period from seven (7) to fifteen (15) days, delaying the effective period of ordinance from 30 days to 60 days, adjusting the language on the 15 item limit to require only signage that self-checkout is limited to about 15 items, and revising the in store notification language for customers to eliminate reference to enforcement options. The motion passed 6-0 and staff has revised the proposed Ordinance to reflect the amendments (Attachment 1).

ANALYSIS:

The proposed ordinance (Attachment 2) requires food and drug retail establishments to have dedicated staffing of one employee per three self-checkout stations and to post signage that self-checkout is limited to about 15 items or less. The ordinance also prohibits secure or locked items from going through self-checkout. Enforcement of the ordinance is allowed by civil action from employees or customers provided stores are notified of the violation and the 15-day right to cure

period has passed.

The City Council received staff's presentation at the January 20, 2026, City Council meeting and discussed questions on staff's proposed revisions to the City of Long Beach ordinance that address Costa Mesa's landscape. Specifically, discussion occurred on the notice of violation requirements to stores providing 7 days to cure and the reliability of data to forecast consumer behavior. Council also questioned the proposed alternative compliance language and expressed concerns that it did not address staffing or workload concerns and did not treat all grocery stores equally.

During the February 4, 2026, City Council meeting Councilmember Reynolds provided information comparing self-checkout policies in proposed state legislation, collective bargaining agreements, the Long Beach Ordinance, and the draft Costa Mesa ordinance. Agenda details are found in the following link:

February 3, 2026 City Council Meeting

<https://costamesa.legistar.com/LegislationDetail.aspx?ID=7861094&GUID=697DFDB8-C90B-4CCC-91A8-00F8DE7F0124>

Supplemental Materials and Presentation:

<https://costamesa.legistar.com/View.ashx?M=E2&ID=1355429&GUID=B4644AF2-4662-4783-808C-9C9399306020>

Councilmember Reynolds presented four amendments for discussion:

1. Extending the period for stores to cure a violation from seven (7) to fifteen (15) days to reduce risk management reactions and avoid punitive measures for minor violations.
2. Delaying the effective period from 30 to 60 days after adoption of ordinance.
3. Amending the 15 items or less limit to only require signage that self-checkout is limited to about 15 items.
4. Revise the in-store notification requirements for customers to eliminate reference to enforcement options.

The revised ordinance continues to require a staffing ratio of one employee per three self-checkout stations and prohibits items with theft deterrent measures or in locked cabinets from the use of self-checkout.

Lastly, enforcement of the revised ordinance may proceed through a private right of action once stores are notified, including local store managers, and the 15-day cure period is passed.

ALTERNATIVES:

The City Council may adopt the Ordinance as proposed, modify the Ordinance, or not adopt the Ordinance.

If the City Council chooses to make substantive modifications to the Ordinance after introduction, the modified Ordinance would need to be brought back at a future meeting for adoption.

FISCAL REVIEW:

The direct impacts to the City's General Fund (Fund 101) cannot be quantified at this time.

LEGAL REVIEW:

The City Attorney reviewed this agenda report and the ordinance and approves them as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports the following City Council Goal:

- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council Adopt Ordinance No. 2026-XX Adding Article 7 of Chapter II of Title 9 to the Costa Mesa Municipal Code relating to Grocery and Drug Store Staffing Standards for Self-Service Checkout Stations, and direct staff to return to the City Council with a report on implementation and outcomes in one year.

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING ARTICLE 7 TO CHAPTER II OF TITLE 9 OF THE COSTA MESA MUNICIPAL CODE RELATING TO GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on November 4, 2025, the City Council directed staff to return with a draft ordinance to establish staffing requirements for self-service checkout stations; and

WHEREAS, the City Council desires to establish staffing standards for self-service checkout stations located in retail grocery and/or drug stores.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Article 7 is hereby added to Chapter II of Title 9 of the Costa Mesa Municipal Code to read as follows:

GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

9-170 Purpose.

It is in the public's interest to require grocery and drug stores to adopt effective preventative measures that will address the impacts on public health and safety that retail theft creates within the context of self-service checkout operations where theft commonly occurs but remains largely unchecked and underreported. Regulating the staffing of self-service checkout operations will address the hostile and unsafe working conditions for employees, and unsafe shopping environments for customers.

9-171 Short Title.

This ordinance shall be known as the "Self-Service Checkout Staffing Requirements."

9-172 Definitions.

For the purpose of this Ordinance:

“City” means the City of Costa Mesa.

“Customer” means an individual who buys consumer goods from a Drug Retail Establishment or Food Retail Establishment.

“Drug Retail Establishment” means a retail store that sells a variety of prescription and nonprescription medicines and miscellaneous items, including drugs, pharmaceuticals, sundries, fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, prepared foods, and other merchandise.

“Employee” means a worker employed directly by a hiring entity at a Drug Retail Establishment or Food Retail Establishment. Employee does not include managers, supervisors or confidential employees.

“Food Retail Establishment” means a retail store that is either: (1) over fifteen thousand (15,000) square feet in size and sells primarily household foodstuff for offsite consumption, including fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods (other household supplies or products are secondary to the primary purpose of food sales); or (2) over eighty-five thousand (85,000) square feet and with ten percent (10%) of their sales floor area dedicated to the sale of non-taxable merchandise including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods.

“Non-Self-Service Checkout station” means a station that is not a Self-Service Checkout and at which an employee provides human assistance to a customer for scanning, bagging, and/or accepting payment for the customer’s purchases.

“Self-Service Checkout” means the automated processes that enable customers to scan, bag, and pay for their purchases without human assistance, including but not limited to fixed self-checkout, scan-and-go self-checkout, or mobile self-checkout.

“Self-Service Checkout station” means a station at a fixed location within a Drug Retail Establishment and/or Food Retail Establishment at which a customer can engage in a Self-Service Checkout for the customer’s purchases.

9-173 Self-Service Checkout requirement.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-Service Checkout options shall provide at least one Non-Self-Service Checkout station staffed by an Employee that is available during the times that a Self-Service Checkout option is available to customers, and Drug Retail Establishments and Food Retail Establishments shall ~~establish, implement, and advertise~~ have signage that states that self-checkout should be limited limits to Self-Service Checkout to purchases of ~~no more than~~ about fifteen (15) items.

B. Drug Retail Establishments and Food Retail Establishments shall have an established workforce policy that prohibits customers from using a Self-Service Checkout station to purchase either of the following:

1. Items that require customers to provide a form of identification, including, but not limited to, alcohol and tobacco products.
2. Items subject to special theft-deterrent measures that are affixed to the item, including, but not limited to, electronic article surveillance, ink, or other tags, or items placed in locked cabinets, that require the intervention of an Employee to remove them before purchase.

C. Drug Retail Establishments and Food Retail Establishments shall notify the public of this Ordinance by prominently posting signage in a location accessible to customers, which includes either a link or QR code to the City of Costa Mesa website regarding this Ordinance, ~~a summary of the public's rights under this Ordinance, and~~ a physical and/or email address to which notifications of violations of this Ordinance may be delivered ~~and the enforcement options available to the public pursuant to this Article~~. Failure to have and/or maintain an address pursuant to this section shall waive a Drug and/or Food Retail Establishment's ability to assert lack of notice in any civil action brought pursuant to this Ordinance.

D. Self-Service Checkout stations shall be located to enable observation and surveillance from both employees of Drug Retail Establishments and Food Retail Establishments and local law enforcement.

9-174 Self-Service Checkout staffing requirements.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-

Service Checkout options shall assign at least one (1) Employee to supervise the Self-Service Checkout operation at all times that Self-Service Checkout is in operation during business hours. The assigned Employee shall have no other work responsibilities that would interfere with their ability to maintain direct visual inspection and surveillance of the Self-Service Checkout operations.

B. In the event a Drug Retail Establishment or Food Retail Establishment operates two (2) or more Self-Service Checkout stations, the Drug Retail Establishment or Food Retail Establishment shall maintain a staffing ratio of at least one (1) Employee for every three (3) Self-Service Checkout Stations (1:3 ratio). The manner in which this standard is implemented may take into account operational and logistical feasibility.

9-175 Enforcement.

A. A Customer or Employee must notify a Drug Retail Establishment or Food Retail Establishment by notifying the store management in person and in writing at the address established pursuant to section 9-173(c) of a violation, after which the establishment shall have ~~seven~~ fifteen (15) calendar days from the date of notification to cure the violation. If the violation is not cured, a Customer or Employee of a Drug Retail Establishment or Food Retail Establishment may bring a private right of action in the Superior Court of the State of California against a Drug Retail Establishment or Food Retail Establishment for violating this Article and, upon prevailing, may be awarded:

1. A civil penalty for each violation of this Article of one hundred dollars (\$100) for each employee of the Drug Retail Establishment or Food Retail Establishment. Each day the violation is not cured, the penalty shall increase an additional one hundred dollars (\$100) per employee per day up to a limit of one thousand dollars (\$1,000) per employee per day for each day in which the violation remains uncured.
2. Attorneys' fees and costs.

9-176 Retaliatory action prohibited.

No Drug Retail Establishment or Food Retail Establishment shall terminate, reduce in compensation, or otherwise discriminate against any Employee for seeking to enforce their rights under this Article by any lawful means, for participating in proceedings related to this Article, for opposing any practice proscribed by this Article, or for otherwise asserting rights under this Article 9.

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 4. Effective Date. This Ordinance shall take effect ~~sixty~~^{sixtythree} (60~~30~~) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ___ day of _____, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the ___ day of _____ 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ___ day of _____, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ___ day of _____, 2026.

Brenda Green, City Clerk

ORDINANCE NO. 2026-xx

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA, ADDING ARTICLE 7 TO CHAPTER II OF TITLE 9 OF THE COSTA MESA MUNICIPAL CODE RELATING TO GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY FIND AND DECLARE AS FOLLOWS:

WHEREAS, the City of Costa Mesa, pursuant to its police power, may enact regulations for the public peace, morals, and welfare of the City; and

WHEREAS, on November 4, 2025, the City Council directed staff to return with a draft ordinance to establish staffing requirements for self-service checkout stations; and

WHEREAS, the City Council desires to establish staffing standards for self-service checkout stations located in retail grocery and/or drug stores.

Now, therefore, THE CITY COUNCIL OF THE CITY OF COSTA MESA, CALIFORNIA DOES HEREBY ORDAIN AS FOLLOWS:

Section 1. Article 7 is hereby added to Chapter II of Title 9 of the Costa Mesa Municipal Code to read as follows:

GROCERY AND DRUG STORE STAFFING STANDARDS FOR SELF-SERVICE CHECKOUT STATIONS

9-170 Purpose.

It is in the public's interest to require grocery and drug stores to adopt effective preventative measures that will address the impacts on public health and safety that retail theft creates within the context of self-service checkout operations where theft commonly occurs but remains largely unchecked and underreported. Regulating the staffing of self-service checkout operations will address the hostile and unsafe working conditions for employees, and unsafe shopping environments for customers.

9-171 Short Title.

This ordinance shall be known as the "Self-Service Checkout Staffing Requirements."

9-172 Definitions.

For the purpose of this Ordinance:

“City” means the City of Costa Mesa.

“Customer” means an individual who buys consumer goods from a Drug Retail Establishment or Food Retail Establishment.

“Drug Retail Establishment” means a retail store that sells a variety of prescription and nonprescription medicines and miscellaneous items, including drugs, pharmaceuticals, sundries, fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, prepared foods, and other merchandise.

“Employee” means a worker employed directly by a hiring entity at a Drug Retail Establishment or Food Retail Establishment. Employee does not include managers, supervisors or confidential employees.

“Food Retail Establishment” means a retail store that is either: (1) over fifteen thousand (15,000) square feet in size and sells primarily household foodstuff for offsite consumption, including fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods (other household supplies or products are secondary to the primary purpose of food sales); or (2) over eighty-five thousand (85,000) square feet and with ten percent (10%) of their sales floor area dedicated to the sale of non-taxable merchandise including the sale of fresh produce, meats, poultry, fish, deli products, dairy products, canned foods, dry foods, beverages, baked foods and/or prepared foods.

“Non-Self-Service Checkout station” means a station that is not a Self-Service Checkout and at which an employee provides human assistance to a customer for scanning, bagging, and/or accepting payment for the customer’s purchases.

“Self-Service Checkout” means the automated processes that enable customers to scan, bag, and pay for their purchases without human assistance, including but not limited to fixed self-checkout, scan-and-go self-checkout, or mobile self-checkout.

“Self-Service Checkout station” means a station at a fixed location within a Drug Retail Establishment and/or Food Retail Establishment at which a customer can engage in a Self-Service Checkout for the customer’s purchases.

9-173 Self-Service Checkout requirement.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-Service Checkout options shall provide at least one Non-Self-Service Checkout station staffed by an Employee that is available during the times that a Self-Service Checkout option is available to customers, and Drug Retail Establishments and Food Retail Establishments shall have signage that states that self-checkout should be limited to purchases of about fifteen (15) items.

B. Drug Retail Establishments and Food Retail Establishments shall have an established workforce policy that prohibits customers from using a Self-Service Checkout station to purchase either of the following:

1. Items that require customers to provide a form of identification, including, but not limited to, alcohol and tobacco products.
2. Items subject to special theft-deterrent measures that are affixed to the item, including, but not limited to, electronic article surveillance, ink, or other tags, or items placed in locked cabinets, that require the intervention of an Employee to remove them before purchase.

C. Drug Retail Establishments and Food Retail Establishments shall notify the public of this Ordinance by prominently posting signage in a location accessible to customers, which includes either a link or QR code to the City of Costa Mesa website regarding this Ordinance, , and a physical and/or email address to which notifications of violations of this Ordinance may be delivered. Failure to have and/or maintain an address pursuant to this section shall waive a Drug and/or Food Retail Establishment's ability to assert lack of notice in any civil action brought pursuant to this Ordinance.

D. Self-Service Checkout stations shall be located to enable observation and surveillance from both employees of Drug Retail Establishments and Food Retail Establishments and local law enforcement.

9-174 Self-Service Checkout staffing requirements.

A. Drug Retail Establishments and Food Retail Establishments that provide Self-Service Checkout options shall assign at least one (1) Employee to supervise the Self-Service Checkout operation at all times that Self-Service Checkout is in operation during business hours. The assigned Employee shall have no other work

responsibilities that would interfere with their ability to maintain direct visual inspection and surveillance of the Self-Service Checkout operations.

B. In the event a Drug Retail Establishment or Food Retail Establishment operates two (2) or more Self-Service Checkout stations, the Drug Retail Establishment or Food Retail Establishment shall maintain a staffing ratio of at least one (1) Employee for every three (3) Self-Service Checkout Stations (1:3 ratio). The manner in which this standard is implemented may take into account operational and logistical feasibility.

9-175 Enforcement.

A. A Customer or Employee must notify a Drug Retail Establishment or Food Retail Establishment by notifying the store management in person and in writing at the address established pursuant to section 9-173(c) of a violation, after which the establishment shall have fifteen (15) calendar days from the date of notification to cure the violation. If the violation is not cured, a Customer or Employee of a Drug Retail Establishment or Food Retail Establishment may bring a private right of action in the Superior Court of the State of California against a Drug Retail Establishment or Food Retail Establishment for violating this Article and, upon prevailing, may be awarded:

1. A civil penalty for each violation of this Article of one hundred dollars (\$100) for each employee of the Drug Retail Establishment or Food Retail Establishment. Each day the violation is not cured, the penalty shall increase an additional one hundred dollars (\$100) per employee per day up to a limit of one thousand dollars (\$1,000) per employee per day for each day in which the violation remains uncured.

2. Attorneys' fees and costs.

9-176 Retaliatory action prohibited.

No Drug Retail Establishment or Food Retail Establishment shall terminate, reduce in compensation, or otherwise discriminate against any Employee for seeking to enforce their rights under this Article by any lawful means, for participating in proceedings related to this Article, for opposing any practice proscribed by this Article, or for otherwise asserting rights under this Article 9.

Section 2. Inconsistencies. Any provision of the Costa Mesa Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance, to the extent of

such inconsistencies and no further, is hereby repealed or modified to that extent necessary to affect the provisions of this Ordinance.

Section 3. Severability. If any chapter, article, section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance, or the application thereof to any person, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portion of this Ordinance or its application to other persons. The City Council hereby declares that it would have adopted this Ordinance and each chapter, article, section, subsection, subdivision, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more subsections, subdivisions, sentences, clauses, phrases, or portions of the application thereof to any person, be declared invalid or unconstitutional. No portion of this Ordinance shall supersede any local, State, or Federal law, regulation, or codes dealing with life safety factors.

Section 4. Effective Date. This Ordinance shall take effect sixty (60) days after its final passage.

Section 5. Certification. The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published or posted in the manner required by law.

PASSED AND ADOPTED this ___ day of _____, 2026.

John Stephens, Mayor

ATTEST:

APPROVED AS TO FORM:

Brenda Green, City Clerk

Kimberly Hall Barlow, City Attorney

STATE OF CALIFORNIA)
COUNTY OF ORANGE) ss
CITY OF COSTA MESA)

I, BRENDA GREEN, City Clerk of the City of Costa Mesa, DO HEREBY CERTIFY that the above and foregoing Ordinance No. 2026-xx was duly introduced for first reading at a regular meeting of the City Council held on the ___ day of _____ 2026, and that thereafter, said Ordinance was duly passed and adopted at a regular meeting of the City Council held on the ___ day of _____, 2026, by the following roll call vote, to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

IN WITNESS WHEREOF, I have hereby set my hand and affixed the seal of the City of Costa Mesa this ___ day of _____, 2026.

Brenda Green, City Clerk



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-120

Meeting Date: 2/17/2026

TITLE:

APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT WITH BRACKEN'S KITCHEN FOR KITCHEN OPERATIONS AT THE BRIDGE SHELTER

DEPARTMENT: CITY MANAGER OFFICE

PRESENTED BY: NATE ROBBINS, NEIGHBORHOOD IMPROVEMENT MANAGER

CONTACT INFORMATION: NATE ROBBINS, 714-754-5274

RECOMMENDATION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) with Bracken's Kitchen for Kitchen Operations at the Costa Mesa Bridge Shelter in an amount not to exceed \$492,750 annually for a term of five (5) years from April 19, 2025 to April 18, 2030.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future amendments to the agreement.

BACKGROUND:

In April 2021, the City of Costa Mesa ("City") opened the Costa Mesa Bridge Shelter ("Bridge Shelter" or "Shelter"), which provides emergency housing and supportive services to Costa Mesa residents experiencing homelessness. The Shelter contains a full commercial kitchen, equipped to facilitate the production of freshly prepared meals for individuals residing at the facility. The kitchen was initially run by City staff and then transitioned to having meals cooked offsite and delivered fresh daily.

In April 2022, the City executed an agreement with Bracken's Kitchen to provide meals and commercial kitchen management services for a maximum term of up to four (4) years. Since then, Bracken's Kitchen has exceeded the City's expectations regarding kitchen operations and has been an outstanding partner in serving the residents of the Bridge Shelter. The agreement with Bracken's Kitchen expires April 20, 2026.

ANALYSIS:

City staff released a Request for Proposals (RFP) on October 3, 2025 to elicit proposals from potential kitchen operators. As a result, the City received two (2) proposals from qualified firms: Bracken's Kitchen and Everytable. The firms were evaluated on the qualifications of key personnel, qualifications of the firm, method of approach, and cost. Below are the salient points from each proposal.

Bracken's Kitchen Proposal

- On-site culinary staff and volunteers.
- Three (3) meals per day, cooked/prepared on-site and served fresh.
- Culinary Training Program for Shelter guests interested in pursuing a career in the food industry.
- Special events including movie nights, ice cream socials, and family nights.
- Special dinner options including "Pasta Party", "Smash Burger Night", "Burgers and Brats", "Surf and Turf", and more.
- Cost is \$13.50 per person, per day, which equates to an annual not-to-exceed amount of \$492,750.
- Actual cost is based on the number of meals provided during the billing period.

Everytable Proposal

- No on-site staff or volunteers.
- Food cooked/prepared off-site and delivered daily.
- No mention of enhanced engagement opportunities such as training/certificate program(s) for Shelter guests.
- No mention of special events or alternative menu items.
- Cost is \$15.75 per person, per day, which equates to an annual not-to-exceed amount of \$520,262.
- Actual cost is based on the number of meals delivered during the billing period.

City staff reviewed both proposals and unanimously selected Bracken's Kitchen as the lowest and most qualified bidder, offering better value to the City for the proposed services. The proposed Professional Services Agreement for Kitchen Operations at the Bridge Shelter is included hereto as Attachment 1.

ALTERNATIVES:

The City Council can deny the recommendation and direct staff to seek alternative proposals.

FISCAL REVIEW:

Bracken's Kitchen is maintaining their cost of \$13.50 per person, per day, thus the City's cost to provide meals and kitchen management at the Bridge Shelter remains unchanged. Funding for this agreement is available in the Housing Authority Fund (Fund 222) and in the Behavioral Health Fund (Fund 229).

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council goals:

- Diversify, stabilize and increase housing to reflect community needs.
- Strengthen the public's safety and improve the quality of life.

CONCLUSION:

Staff recommends the City Council:

1. Approve a Professional Services Agreement (PSA) with Bracken's Kitchen for Kitchen Operations at the Costa Mesa Bridge Shelter in an amount not to exceed \$492,750 annually for a term of five (5) years from April 19, 2025 to April 18, 2030.
2. Authorize the City Manager and the City Clerk to execute the agreement and any future authorized amendments to the agreement.

**CITY OF COSTA MESA
PROFESSIONAL SERVICES AGREEMENT
WITH BRACKEN'S KITCHEN INC.**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 19th day of April, 2026 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and BRACKEN'S KITCHEN INC., a California nonprofit corporation ("Contractor").

RECITALS

A. City proposes to utilize the services of Contractor as an independent contractor to provide food and commercial kitchen management services at the City's Homeless Shelter, located at 3175 Airway Avenue, Costa Mesa, as more fully described herein; and

B. Contractor represents that it has that degree of specialized expertise contemplated within California Government Code section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. No official or employee of City has a financial interest, within the provisions of sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in City's Request for Proposals (RFP 26-06), attached hereto as Exhibit "A," and Contractor's Proposal, attached hereto as Exhibit "B," both incorporated herein.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement.

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;

(b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or

(c) Terminate the Agreement as hereinafter set forth.

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-Discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military or veteran status, except as permitted pursuant to section 12940 of the Government Code.

1.6. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense.

1.8. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "C," attached hereto and made a part of this Agreement. Contractor's total annual compensation shall not exceed Four Hundred Ninety-Two Thousand Seven Hundred Fifty Dollars (\$492,750.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City Manager or designee, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after termination of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to in writing by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. City and Contractor agree that Contractor shall fully staff the shelter kitchen with certified and trained personnel and commence providing full meal service from the shelter kitchen by no later than April 19, 2026. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, pandemics (excluding COVID-19), material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party (each, a "Force Majeure Event"). If a party experiences a Force Majeure Event, the party shall, within five (5) days of the occurrence of the Force Majeure Event, give written notice to the other party stating the nature of the Force Majeure Event, its anticipated duration and any action being taken to avoid or minimize its effect. Any suspension of performance shall be of no greater scope and of no longer duration than is reasonably required and the party experiencing the Force Majeure Event shall use best efforts without being obligated to incur any material expenditure to remedy its inability to perform; provided, however, if the suspension of performance continues for sixty (60) days after the date of the occurrence and such failure to perform would constitute a material breach of this Agreement in the absence of such Force Majeure Event, the parties shall meet and discuss in good faith any amendments to this Agreement to permit the other party to exercise its rights under this Agreement. If the parties are not able to agree on such amendments within thirty (30) days and if suspension of performance continues, such other party may terminate this Agreement immediately by written notice to the party experiencing the Force Majeure Event, in which case neither party shall have any liability to the other except for those rights and liabilities that accrued prior to the date of termination.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of sixty (60) months, ending on April 18, 2030, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Contractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of delivery of termination notice to Contractor, at no cost to City. Any use of uncompleted documents without specific written authorization from Contractor shall be at City's sole risk and without liability or legal expense to Contractor.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent A.M. Best's Rating Guide, and approved by City:

- (a) Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One Million Dollars (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) general aggregate.
- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

- (c) Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

- (a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
- (b) Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City."
- (c) Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."
- (d) Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.
- (e) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to

which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Bracken's Kitchen
13941 Nautilus Drive
Garden Grove, CA 92843
Tel: (714) 554-1923

IF TO CITY:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5098

Attn: Bill Bracken

Attn: Lauren Matthews

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

6.5. Drug-Free Workplace Policy. Contractor shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "D" and incorporated herein. Contractor's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against the City, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable.

Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.10. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

6.11 Conflicts with Independent Contractor. Contractor's duties and services under this Agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering into this Agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Contractor's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Contractor shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by contractor pursuant to this Agreement.

6.12. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City,

including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.14. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.15. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 7924.510, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.16. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090. During the term of this Agreement, Contractor and its officers, employees, associates and Subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates or Subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute.

6.17. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Contractor occurs, then Contractor shall, at no cost to City, provide all necessary design drawings,

estimates and other Contractor professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.18. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.19. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.20. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.21. Binding Effect. This Agreement binds and benefits the parties and their respective permitted successors and assigns.

6.22. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.23. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.24. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement and have had an adequate opportunity to review each and every provision of the Agreement and submit the same to counsel or other Contractors for review and comment. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.25. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.26. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.27. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.28. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.29. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

[Signatures appear on following page.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR

Signature

Date: _____

[Name and Title]

CITY OF COSTA MESA

Cecilia Gallardo-Daly
City Manager

Date: _____

ATTEST:

Brenda Green
City Clerk

APPROVED AS TO FORM:

Kimberly Hall Barlow
City Attorney

Date: _____

APPROVED AS TO INSURANCE:

Ruth Wang
Risk Management

Date: _____

APPROVED AS TO CONTENT:

Lauren Matthews
Project Manager

Date: _____

DEPARTMENTAL APPROVAL:

Cecilia Gallardo-Daly
City Manager

Date: _____

APPROVED AS TO PURCHASING:

Carol Molina
Finance Director

Date: _____

EXHIBIT A
REQUEST FOR PROPOSALS (26-06)



REQUEST FOR PROPOSAL 26-06

FOR

Commercial Kitchen Operator Services



City Managers Office

CITY OF COSTA MESA

Released on October 3, 2025

RFP Facilitator: Mike Fuentes; mike.fuentes@costamesaca.gov

**REQUEST FOR PROPOSAL
FOR
Commercial Kitchen Operator Services**

The City of Costa Mesa (hereinafter referred to as the “City”) is requesting Proposals from qualified consultants for Commercial Kitchen Operator Services for the City Manager’s Office. The awarded Contract, (hereinafter referred to as “Contract”) shall be in accordance with the Sample Professional Service Agreement, **Appendix B** terms, conditions, and scope of work. Prior to submitting a Proposal, Proposers are advised to carefully read the instructions below, including the Sample Professional Service Agreement and any solicitation appendix/exhibits. The term is expected to be for 3 year(s) with two one-year renewal options. The City reserves the right to award one or more contracts for this service.

I. GENERAL INFORMATION

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with an annual General Fund budget of over \$186.8 million and a total budget of over \$224 million for fiscal year 2025-2026.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 115,000 and has a land area of 16.8 square miles. It is located in the northern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a “full service city” providing a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The successful Proposer, shall have experience in similar types of services. All Proposers responding to this Request for Proposal (RFP) will be evaluated on the basis of their expertise, prior experience on similar projects, demonstrated competence, ability to meet the requested services, adequate staffing, reference checks, understanding of services, cost and responsiveness to the needs and concerns of the City of Costa Mesa.

- 1. Important Notice:** The City has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. **Proposers are not to contact other City personnel with any questions or clarifications concerning this Request for Proposal (RFP).** The City’s Purchasing Department contact set out in RFP title page. Any City response

relevant to this RFP other than through or approved by City's Purchasing Department is unauthorized and will be considered invalid.

If clarification or interpretation of this solicitation is considered necessary by City, a written addendum shall be issued and the information will be posted on PlanetBids. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the City's Purchasing Department. It is the responsibility of each Proposer to periodically check PlanetBids website to ensure that it has received and reviewed any and all addenda to this solicitation. The City will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

2. Schedule of Events: This Request For Proposal shall be governed by the following schedule:

- | | |
|--|-------------------------------------|
| 3. Release of RFP | October 3, 2025 at 5:00pm |
| 4. Deadline for Written Questions | October 23, 2025 at 10:00am. |
| 5. Responses to Questions Posted | October 30, 2025 at 5:00pm |
| 6. Proposals are Due | November 14, 2025 at 10:00am |
| 7. Interviews (if held) | December 8-10, 2025 |
| 8. Approval of Contract | December 2025 – Feb 2026 |

**All dates are subject to change at the discretion of the City.

3. Proposer's Minimum Requirements: Interested and qualified Proposers that can demonstrate their ability to successfully provide the required services outlined in Appendix A– Scope of Work, of this RFP are invited to submit a proposal, provided they meet the following requirements. All requirements must be met at the time of the proposal due date. **If these requirements are not met, the proposal may not receive further consideration, as determined in the sole discretion of the City.**

1. Proposers must have at least three years' experience in providing food services in an institutional, nonprofit, shelter, healthcare, or other large-scale setting.
2. Proposers must have all applicable certificates and licenses pertaining to food handling and serving, including all state and county health department regulations and maintain valid health permits.
3. Must demonstrate adherence to nutrition standards (e.g., meeting basic dietary requirements, ability to accommodate vegetarian, low-sugar, or allergy-sensitive meals as needed).
4. Ability to provide consistent daily meal service (breakfast, lunch, dinner as applicable) 365 days a year, including holidays.
5. At least three references from contracts of similar size and scope within the last five years. Experience working with vulnerable populations (e.g., homeless, seniors, healthcare patients).

II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Proposal Format Guidelines: Interested entities or contractors are to provide the City of Costa Mesa with a thorough Proposal using the following guidelines: Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, graphic exhibits and pricing forms. Each Proposal will adhere to the following order and content of

sections. Proposal should be straightforward, concise and provide “layman” explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected. The following Proposal sections are to be included in the Proposer’s response:

- **Cover Letter:** A cover letter, not to exceed three pages in length, should summarize key elements of the Proposal. An individual authorized to bind the Contractor must sign the letter. Indicate the address and telephone number of the contractor’s office located nearest to Costa Mesa, California, and the office from which the project will be managed. Include proposed working relationship among the offering agency and subcontractors, if applicable.
- **Background and Project Summary Section:** The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to **Scope of Work, Appendix A** of this RFP.
- **Method of Approach:** Provide a detailed description of the approach and methodology that will be used to fulfill each requirement listed in the Scope of Work of this RFP. The section should include:
 1. An implementation plan that describes in detail (i) the methods, including controls by which your firm manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.
 2. Detailed description of efforts your firm will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.
 3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion.
 4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.
 5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, safe, and cost-effective operations or increased performance capabilities.
- **Qualifications & Experience of the Firm:** Describe the qualifications and experience of the organization or entity performing services/projects within the past eight years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:
 1. If the owner is a corporation please provide: Name of corporation, corporate office street address, city, state, and zip code, state where incorporated, date of

incorporation, first and last name of officers, local office address, city, state & zip, and the date local office opened its doors for business.

2. If the owner is a partnership or joint venture, please provide: Name of partnership or joint venture, principal office street address, city, state, and zip code, state of organization, date of organization, first and last name of general partner(s), local office address, city, state, and zip code, and date local office opened its doors for.
3. List all businesses owned or controlled by yourself (applicant) or business manager doing similar business in California under another business name. List business name and address and specify who owns or controls the business (e.g., self, business manager, etc.).
4. List all businesses for which you or your business manager is or was an officer, director, or partner doing similar business in California under another business name. List business name and address, title, date(s) in position; specify who was in position (e.g., self, business manager, etc.).
5. How many years have you been in business under your present business name?
6. Provide a list of current and previous contracts similar to the requirements for Costa Mesa, including all public agencies served (if any). For each, provide a brief description of the scope of work performed, the length of time you have been providing services, and the name, title, and telephone number of the person who may be contacted regarding your organization's service record. Provide a sample of each background investigation for each contract.
7. Submit a description of the organization's qualifications, experience and abilities that make it uniquely capable to provide the services specified in the Scope of Work.
8. The City of Costa Mesa is interested in knowing how Proposers support the communities that they serve. Please provide information on your organization's participation in local community, charitable and civic organizations and events, including membership in the Costa Mesa Chamber of Commerce, charitable contributions made by your organization, etc.

Any public entity which submits a Proposal should describe in detail how it currently performs services like those identified in the Scope of Work within its or other jurisdictions, including photographs, written policies and/or video of services provided. If you have performed these services under contract for another public entity, please provide references for those entities as set forth above for private Proposers.

- **Financial Capacity:** The City is concerned about bidders' financial capability to perform, therefore, may ask you to provide sufficient data to allow an evaluation of firm's financial capabilities.
- **Key Personnel:** It is essential that the Proposer provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Proposer must agree to assign specific individuals to the key positions.

- Identify the members of the staff who would be assigned to act for Proposer's firm in key management and field positions providing the services described in the Proposal, and the functions to be performed by each.
- Include resumes or curriculum vitae of each such staff member, including name, position, telephone number, email address, education, and years and type of experience. Describe for each such person, the relevant transactions on which they have worked.
- **Cost Proposal:** Provide a fee schedule/pricing information for the project. Proposals shall be valid for a minimum of 180 days following submission. Cost proposal should be presented as per bed, with the understanding that if the shelter capacity is permanently reduced, the contract will be reduced accordingly.
- **Disclosure:** Please disclose any and all past or current business and personal relationships with any current Costa Mesa elected official, appointed official, City employee, or family member of any current Costa Mesa elected official, appointed official, or City employee. **Any past or current business relationship may or may not disqualify the firm from consideration.**
- **Sample Professional Service Agreement:** The firm selected by the City will be required to execute a Professional Services Agreement with the City. A sample of the Agreement is enclosed as **Appendix B**, but may be modified to suit the specific services and needs of the City. **If a Proposer has any exceptions or conditions to the Agreement, these must be submitted for consideration with the Proposal. Otherwise, the Proposer will be deemed to have accepted the form of Agreement.** See No. 12 of this RFP below.
- **Checklist of Forms to Accompany Proposal:** The following is a list of the forms, **Appendix C** included in this RFP, which must be completed in full and included with Proposals:
 1. Vendor Application Form
 2. Company Profile & References
 3. Ex Parte Communications Certificate
 4. Disclosure of Government Positions
 5. Disqualifications Questionnaire
 6. Bidder/Applicant/Contractor Campaign Contribution
 7. Cost Proposal

2. Process for Submitting Proposals:

- **Content of Proposal:** The Proposal must be submitted using the format as indicated in the Proposal format guidelines.
- **Preparation of Proposal:** Each Proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Cost for Preparing Proposal:** The cost for developing the Proposal is the sole responsibility of the Proposer. All Proposals submitted become the property of the City. Fee proposal shall be submitted in a **separate** file containing the following:
 - ✓ Cover letter stating the total lump sum fee.
 - ✓ A spreadsheet with a detailed fee schedule of the proposed costs. Each fee schedule shall depict individual project tasks, number of hours assigned for specific personnel and their basic hourly rates, mark up on supplies, if any, etc..
- **Forms to Accompany Proposal:** Appendix C forms shall be attached at the end of the Proposal with the exception of the Cost Proposal which shall be submitted in a separate file.
- **Number of Proposals:** Submit one (1) PDF file format copy of your proposal in sufficient detail for thorough evaluation and comparative analysis
- **Submission of Proposals:** *Complete written Proposals must be submitted electronically in PDF file format via the planetbids.com website not later than 10:00 a.m. (P.S.T) on November 14, 2025. Proposals will not be accepted after this deadline. Bids received after the scheduled closing time will not be accepted. It shall be the sole responsibility of the Bidder to see that the bid is received by the deadline. Faxed or e-mailed Proposals will not be accepted. NO EXCEPTIONS.*
- **Inquiries:** Questions about this RFP must be posted in the Q & A tab on Planetbids no later than October 23, 2025 at 10:00 A.M. The City reserves the right not to answer all questions.

The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda, responses to questions received, and additional information will be posted to the Costa Mesa Procurement Registry, Costa Mesa-Official City Web Site, Business-Bids & RFP's. Proposers should check this web page daily for new information.

From the date that this RFP is issued until a firm or entity is selected and the selection is announced, firms or public entities are not allowed to communicate outside the process set forth in this RFP with any City employee other than the contracting officer listed herein regarding this RFP. The City reserves the right to reject any Proposal for violation of this provision. No questions other than posted on Planetbids will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance:** This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all Proposals received as a result of this RFP, to negotiate with any qualified source(s), or to cancel this RFP in part or in its entirety. The City may waive any irregularity in any Proposal. All Proposals will become the property of the City of Costa Mesa, California. If any proprietary information is contained in the Proposal, it should be clearly identified.
- **Insurance & W-9 Requirements:** Upon recommendation of contract award, Contractor will be required to submit the following documents with ten (10) days of City notification, unless otherwise specified in the solicitation:

- **Insurance** - City requires that licensees, lessees, and Contractors have an approved Certificate of Insurance (not a declaration or policy) or proof of legal self-insurance on file with the City for the issuance of a permit or contract. Within ten (10) consecutive calendar days of award of contract, successful Bidder must furnish the City with the Certificates of Insurance proving coverage as specified in the sample contract.
- **W-9** – Current signed form W-9 (Taxpayer Identification Number & Certification) which includes Contractor’s legal business name(s).

3. Evaluation Criteria: The City’s evaluation and selection process will be conducted in accordance with Title II, Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the most qualified responsive and responsible proposer shall be determined based on evaluation of qualitative factors in addition to cost. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub-criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

- 1. Qualifications of Experience of Key Personnel ----- 25%**
- 2. Qualifications of the Firm ----25%**
- 3. Method of Approach ----25%**
- 4. Cost Proposal ---- 25%**

4. Evaluation of Proposals and Selection Process: In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating Proposals. An Evaluation Committee, which may include members of the City's staff and possibly one or more outside experts, will screen and review all Proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

- A. Responsiveness Screening:** Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any Proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their Proposals.
- B. Initial Proposal Review:** The Committee will initially review and score all responsive written Proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any Proposal in which a Proposer’s approach, qualifications, or price is not considered acceptable by the City. An unacceptable Proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the most qualified or lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions: Following the initial screening and review of Proposals, the Proposers included in this stage of the evaluation process will be invited to participate in an oral interview. Interviews are tentatively scheduled for the week of **December 8-10, 2025** and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's organization that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the Proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a Proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the Proposal or negotiate the terms and conditions of the agreement with the highest ranked organization. The City may recommend award without Best and Final Offers, so Proposers should include their best Proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

5. Protests: Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the Proposal procedure, which are apparent or reasonably should have been discovered prior to receipt of Proposals shall be filed in writing with the City's Purchasing Department at least 10 calendar days prior to the deadline for receipt of Proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or that could not reasonably have been discovered prior to submission date of the Proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the City's Purchasing Department, within 48 hours from receipt of the notice from the City advising of City's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The City's Purchasing Department will respond to the protest in writing at least 3 days prior to the meeting at which City's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the City's Purchasing Department, and pursue its protest at the Council meeting, it will notify the City's Purchasing Department of its intention at least 2 days prior to the scheduled meeting.

A. Procedure – All protests shall be typed under the protester’s letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protester;
- The signature of the protester or the protester’s representative;
- The solicitation or contract number;
- A detailed statement of the legal and/or factual grounds for the protest; and
- The form of relief requested.

6. Accuracy of Proposals: Proposers shall take all responsibility for any errors or omissions in their Proposals. Should there be any discrepancies in numbers or calculations, the lowest price or total shall prevail.

If, prior to contract award, a Proposer discovers a mistake in their Proposal which renders the Proposer unwilling to perform under any resulting contract, the Proposer must immediately notify the facilitator and request to withdraw the Proposal. It shall be solely within the City's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire Proposal. If the solicitation provided for evaluation and award on a line item or combination of items basis, the City may consider permitting withdrawal of specific line item(s) or combination of items. Any Proposer who withdraws a Proposal will be ineligible to bid further on the work included in the RFP scope.

7. Responsibility of Proposers: The City shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their Proposals. Pre-contractual expenses are not to be included in the Contractor’s Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Proposer in:

- Preparing Proposal in response to this RFP;
- Submitting that Proposal to the City;
- Negotiating with the City any matter related to the Proposal; and,
- Any other expenses incurred by the Proposer prior to the date of the award and execution, if any, of the contract.

8. Confidentiality: The California Public Records Act (Cal. Govt. Code Sections 7920.000, et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the Proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer’s competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire Proposal as confidential nor designate its Price Proposal as confidential.

Submission of a Proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees and costs that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold the information from disclosure and may release the information sought without any liability to the City.

9. Ex Parte Communications: Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's Proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications Form in **Appendix C** with their Proposals certifying that they have not had or directed prohibited communications as described in this section.

10. Conflict of Interest: The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code Sections 1090, et seq., or Sections 87100, et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

11. Disclosure of Governmental Position: In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their Proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached Disclosure of Government Positions Form in **Appendix C**.

12. Conditions to Agreement: The selected Proposer will execute a Professional Services Agreement for Services with the City describing the Scope of Services to be performed, the schedule for completion of the services, compensation, and other pertinent provisions. The

contract shall follow the sample form of Agreement provided as **Appendix B** to this RFP, which may be modified by the City.

All Proposers are directed to particularly review the indemnification and insurance requirements set forth in the sample Agreement. **The terms of the agreement, including insurance requirements have been mandated by the City and can be modified only if extraordinary circumstances exist.**

Submittal of a Proposal shall be deemed acceptance of all the terms set forth in this RFP and the sample agreement for services unless the Proposer includes with its Proposal, in writing, any conditions or exceptions requested by the Proposer to the proposed Agreement.

13. Disqualification Questionnaire: Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a Proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has **ever** been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A Proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation, included in **Appendix C**.

14. Standard Terms and Conditions: The City reserves the right to amend or supplement this RFP prior to the Proposal due date. All addenda and additional information will be posted to www.Planetbids.com

APPENDIX A

Scope of Work

3175 Airway Avenue – Costa Mesa Bridge Shelter Commercial Kitchen Management

In April of 2021, the City of Costa Mesa (“City”) opened the Bridge Shelter (“Shelter”) at 3175 Airway Avenue. The Shelter is operated by a third-party vendor (currently Mercy House Living Centers), which is responsible for the facility’s day-to-day operations including logistics, janitorial, transportation, and security. The Shelter’s commercial kitchen was designed to foster a sense of community and togetherness among guests and staff. The Kitchen Operator will integrate volunteerism and mentorship, through meal preparation and service, to improve the hope and resilience of the guests we serve.

The Shelter’s success is dependent upon the network of partner organizations, most of whom are active members of the City’s Network for Homeless Solutions. The City of Newport Beach is the sole municipal partner and has exclusive access to 25 of the Shelter’s 100 total beds. The City is seeking the right partner to participate in these efforts to edify our community, assist the most vulnerable among us, and do whatever it takes to reach our fullest potential, together.

The City understands that procuring staffing for this scope of work may need to be incremental, however, food service must begin on April 20, 2026. Proposers should include a timeline for full operational staffing for the kitchen on site during the contract term.

Primary Role for the Principal Operator:

- Operate the Commercial Kitchen in compliance with Public Health requirements and necessary permitting related to equipment, storage and rotation of foods, serving guests, kitchen cleanliness etc.
- Ensure all kitchen personnel are properly trained, certified, and have appropriate waivers on file for all workers. The principle staff working within the kitchen must possess Public Health Safe Food Handling certifications and operate the kitchen in compliance with Public Health guidelines.
- Develop and implement a menu plan for Breakfast, Lunch and Dinner, 365 days per year for up to 100 shelter guests, with meal options to accommodate dietary restrictions/preferences.
- General in-house mealtimes are as follows:

Breakfast	6 am – 8 am	Continental
Lunch	11am – 1pm	hot and/or cold (to-go options)
Dinner	5pm to 7pm	hot and/or cold
- Procure all food supply ingredients and kitchen supplies to deliver this food service for the shelter guests.

Create an Integrated Community Kitchen:

- Participate in the development and implementation of marketing materials to engage the broader community for volunteer, donor, and sponsorship opportunities to ensure the Costa Mesa (and Newport Beach) community can contribute to homelessness solutions.

- Support opportunities to accept and utilize surplus foods from catered events and restaurants (Abound Food Care, formerly Waste Not OC).
- Participate in the development and oversight of a training and orientation program for kitchen workers, including certifications required for Safe Food Handling, coordinate and calendar of volunteers' recruitment, training, retention, and supervision, recognitions etc.

Innovation:

Open to innovative business model development related to workforce/internship programs, engagement with OCC Culinary Arts programs, OC Food Bank, Abound Food Care (formerly Waste Not OC), and development of single-serve meal delivery for other community needs, such as street outreach, disabled, and/or senior citizens.

The Shelter guests appreciate opportunities to have BBQ meals, delivery by lunch truck, local restaurant sponsoring meals, and sack lunches for street outreach and those that are at work during mealtimes. These are just some examples of the dynamic opportunity to engage our guests in the program design and delivery model.

APPENDIX B
SAMPLE
PROFESSIONAL SERVICE AGREEMENT

**APPENDIX C
FORMS**

**Vendor Application Form
Ex Parte Communications Certification
Disclosure of Government Positions
Disqualification Questionnaire
Company Profile & References
Bidder/Applicant/Contractor Campaign Contribution
Cost Proposal**

EXHIBIT B
CONTRACTOR'S PROPOSAL



October 18, 2025

Mr. Nate Robbins
Neighborhood Improvement Manager
77 Fair Drive,
Costa Mesa, CA, 92626

Dear Nate,

We hope this letter and proposal finds you well. We are truly grateful for the opportunity to continue to work with you, John and the entire team that is Costa Mesa as we serve those who need our help most. Working with your team at the Airway Shelter has been such a blessing in so many ways and we are honored to submit this proposal for continued food services at the Airway Shelter.

Bracken's Kitchen will commit to preparing and providing complete, high quality, tasty and nutritious meals for breakfast, lunch, and dinner to the shelter beginning (exact date TBD). A minimum of one hot meal will be provided daily with to-go options at lunch as needed. As you know however, we currently provide more than this including 2-3 hot lunches a week as well as a hot and hearty breakfast every weekend. The Kitchen will also provide fully trained and certified staff and volunteers at the shelter to execute this proposal.

With a staff of 32 and more than 500 recurring volunteers led by 6 reputable and experienced chefs, we are confident in our ability to continue to serve your residents needs 365 days a year. Our senior chefs and leadership come to us from premier restaurants including The Peninsula Beverly Hills, Island Hotel Newport Beach, Charlie Palmer restaurant groups, Wolfgang Puck catering services and well known chains such as Red Lobster and Polly's Pies.

With a skilled program leader and chef instructor on staff, our Culinary Training Program continues to grow, creating even more impact than meals served. Students will continue to have the opportunity to serve at the Airway Shelter with a paid internship while honing their skills for career success in the food industry.



By engaging the community to come alongside us through our Food Truck and Community Feeding programs, we inspire and provide a safe and meaningful experience for volunteers to serve the community. We look forward to finding even more meaningful ways to engage the greater Costa Mesa community.

We are excited to hearing your thoughts and feedback to find ways to support each other's work.

I'm sure you have lots of wonderful food service vendors to choose from. We look forward to hearing from you and working alongside you to continue to, "Deliver Hope, One Tasty Meal at a Time." ***After all, feeding people isn't the same as nourishing them***, and we aim to nourish more than just the body but also the human spirit.

My best,

Bill Bracken
Founder & Executive Director



PROJECT SUMMARY

Bracken's Kitchen, herein referred to as the Kitchen, is honored to present this proposal for ongoing food services for the Airway Shelter. Incorporated in 2013, Bracken's Kitchen is a 501c3 non-profit organization operating from 17,000 sq. ft. of space in Garden Grove. Our mission is: through food rescue, culinary training, and our community feeding programs, we are committed to rescuing, re-purposing, and restoring both food and lives. We believe our mission explains our work, while our "7" Culinary Attitudes guide the manner in which we do our work. At the heart of the 7 Attitudes is the first one, which we focus on the most with our internal culture-building. It is, "Look to the Interests of Others" which is what we believe we have been called to do through our day to work.

FROM OUR MIDYEAR REPORT

THROUGH FOOD RESCUE, CULINARY TRAINING AND OUR COMMUNITY FEEDING PROGRAMS WE ARE COMMITTED TO RESCUING, RE-PURPOSING AND RESTORING BOTH FOOD AND LIVES.

Before we can heal our sick, house our homeless, educate our young or offer hope to the afflicted, we must be able to feed them.

THE 7 CULINARY ATTITUDES

1) Look to the Interests of Others

Be willing to give support to your fellow volunteers and teammates where & when needed.

2) Clear up Relationships

Address issues in a professional manner and be willing to compromise in order to create win-win results. "You can't move forward if you're always looking behind you."

3) Strive to Perform Honestly and Openly

We are all human; if you make a mistake, admit it fix it and move on.

4) Give and Receive Feedback

To help maintain our standards, be able to give and receive feedback of all types.

5) At All Times Show Respect for Food

Handle food with love and care and keep food safety at the forefront of your mind.

6) Participate in the Mission of Bracken's Kitchen

Make an effort to support our mission by participating in and supporting any and all opportunities that arise.

7) Follow Leadership in the Organization

If you disagree, voice your opinion "when and where appropriate."

We make a living by what we get, but we make a life by what we give.

Winston Churchill

Be the change you wish to see in the world.

Mahatma Gandhi

Life's most persistent and urgent question is what are you doing for others?

Rev. Dr. Martin Luther King Jr.

Whatever you are, be a good one.

Abraham Lincoln

He replied: "You give them something to eat."

Jesus of Nazareth

The best way to find yourself is to lose yourself in the service of others.

Mahatma Gandhi

OUR GUIDING PRINCIPLES



We look forward to the opportunity to continue the great work we have been doing at the shelter and build upon what we have already created. With the ongoing challenges that the world has thrown at us, managing the day-to-day of a busy kitchen, procuring the food items needed and having the right staff in place to execute requires a never-ending focus on quality and commitment. Equally, building a good working relationship with the shelter manager, Mercy House, has been imperative to our success.

We are happy that our growth has brought us to a position where we can not only continue what we have done to this point, but build upon it with exciting new enhancements such as entrée choices for the guests certain nights of the week, use of the BBQ and Smoker on a regular basis, and even opportunities to bring the food truck over for special meal nights.

We would even welcome the idea of, with the support of the City of Costa Mesa, introducing new and creative events such as movie nights, ice cream socials, family nights and other opportunities that might enhance the residents' experiences and deliver hope, one tasty meal at the time.



METHOD OF APPROACH

We would be honored to continue the work we have been doing with the City of Costa Mesa and build upon our current program at the Airway Shelter. We will continue to prepare from scratch, high quality, tasty, and nutritious meals for breakfast, lunch, and dinner for all the shelter residents. In doing so we will continue to ensure a hot dinner seven nights per week and hot lunch a minimum of two days per week as well as a full hot breakfast on Saturdays.

To make this happen we will continue to provide fully trained and certified culinary staff and volunteers at the shelter on a daily basis to oversee the kitchen, in keeping with the highest food quality and food safety standards. Equally, we will continue to engage opportunities in the Costa Mesa community, such as the Lots Ministry, to utilize the facilities to help and support as many as possible. We welcome any ideas or suggestions you might have to do so, at no cost to the City. With such a wonderful kitchen facility to work with, we welcome new ideas and opportunities for Bracken's Kitchen to use this space to feed as many people as we can using the resources available. In short, we welcome the opportunity to extend the work from our main kitchen through this site.

Right now, we are very excited about some staff changes at the shelter, and the team members' enthusiasm to implement some new culinary ideas for the residents of the shelter. We believe very strongly in the power of food and its ability to transform lives, and know that we can better leverage that power at the shelter. Some of the new and exciting culinary offerings that we are working to implement include a "Pasta Party" where guests get an entrée pasta of their choosing, "Smash Burger Night" which speaks for itself, "Burger and Brats" night where we fire up the outside grill and smoker, "Surf & Turf" night where a guests get a choice of meat or fish for dinner, and "Ice Cream Sundae" night, which also speaks for itself. These are just a few of the fun culinary offerings we look forward to implementing. Of course, current menu offerings will continue with options such as:

BREAKFAST:

Continental options include fresh breakfast pastries, baked goods, fruit, cereals, or oatmeal. Hot breakfast options may include eggs, breakfast meat options, breakfast casserole, pancakes or French toast.

LUNCH AND DINNER:

- Pork Carnitas with Spanish Rice and Beans, Crispy Coleslaw
- Ham Salad Sandwiches with Orzo Salad, Fresh Fruit
- Chicken Parmesan Sandwich on a Potato Bun with a Classic Caesar Salad
- BBQ Chicken Salad with Mixed Greens, Black Beans and Corn, BBQ Ranch Dressing
- Creole Chicken Pasta with Tomatoes and Herbs, Served with Garden Salad
- Spanish Beef Picadillo and a Leafy Green Salad



- BBQ Chicken with Roasted Potatoes, Classic Coleslaw
- All Beef Meatloaf with Mashed Potatoes and Pan Gravy

In creating our menus, we will continue to leverage our very strong rescued food program which allows us to offer fun and creative offerings while managing the rising costs that we face with all food items.

With partners such as the OC Food Bank, Second Harvest Food Bank, Chefs to End Hunger, Vesta Food Services, Culinary Innovations, Cargill Meats and other food suppliers and processors, we rescue more than 350 tons of food every year.

The Kitchen has more than 10 years of experience in rescuing and repurposing more than two million pounds of unused edible food into more than 10 million tasty nutritious meals for the community living in food insecurity. We have and continue to work with over 60 community and agency partners such as Project Hope Alliance, Yellowstone Recovery, Lots Ministry and Saint Joachim Catholic Church in Costa Mesa and many homeless shelters in Orange County and Los Angeles Counties, collaborating with our Community Feeding Program to bridge the food gap for the less fortunate.

With a staff of over 30 fully trained culinary professionals and an army of over 600 recurring volunteers led by six reputable and experienced chefs, we are confident in our ability to continue to manage the shelter, find new ways to build a strong community kitchen for the city of Costa Mesa. Equally, we look forward to building upon our partnerships with UCI and Vanguard University and their College Corps programs, placing students both at the shelter and our main kitchen in Garden Grove for service experience in the communities they are living in.

As we work to implement new and exciting food offerings we look forward to finding new ways to engage the students in our culinary training program offering them opportunities to cook at the shelter. Of course, as the City is able to select shelter residents who would be a good fit we will be ready to welcome them into the kitchen to give them the opportunity to learn culinary skills in a live kitchen setting.

Our day-to-day work and partnership with the City of Costa Mesa will remain as-is if we are chosen to continue our work with the city. Our new Director of Culinary Operations, James Martin, and Executive Chef, Kris Kirk, will continue to be actively involved with your team, attending all shelter meetings and communicating as needed to ensure a well-run operation. They will continue to lead our on-site supervisor, Javier Martinez, to ensure the satisfaction of all guests and work to build and even stronger partnership with the team from Mercy House.

We will continue to ensure that the kitchen is very clean and well maintained, all health department standards are met, and immediately report any concerns or needs to John Begin.



QUALIFICATIONS & EXPERIENCE OF THE FIRM: KEY PERSONNEL

Bracken's Kitchen is a nonprofit hunger relief organization founded in 2013. Our main office and kitchen is located at 13941 Nautilus Drive, Garden Grove, 92813. Since moving there we've seen steady growth, taking over the building next door and using it primarily as a warehouse. We have built a reputation for providing a fierce and passionate commitment to love those we serve with compassion, quality and creativity in the nonprofit sector here in Orange County. We've had the privilege of working with many other nonprofit organizations providing food services to shelters and emergency housing. That list includes the Illumination Foundation, Mercy House, American Family Housing (AFH), Affordable Housing Access, The Hub, Central Cities Navigation Center and others.

We have been working with Mercy House for more three years at the Huntington Beach shelter, AFH for five years at both the North Harbor and Oasis Shelters as part of Project Homekey, The Hub resource center for over three years, and the Central Cities Navigation Center since it opened last year. Illumination Foundation was our first shelter partner in 2018, and we worked with them for several years until they brought all of their food services inhouse at the Fullerton site.

Our nonprofit was started by our **Founder and Executive Director, Chef Bill Bracken**, a nationally renowned chef with over 40 years of experience in the Five Star Five Diamond luxury hotel industry. He oversees all kitchen operations with a strong team of experienced culinary professionals. Those include James Martin – Culinary Director, Kris Kirk – Executive Chef, Mike Douth – Kitchen Manager, Charlie Negrete – Culinary Training Director, Bryan Stanlow – Chef Instructor and Co-Founder and Hospitality Director, Molly Bracken.

Culinary Operations Director Chef James Martin is a skilled, hands-on, operations leader, with restaurant experience at every level, up to Executive Chef and Director of Operations. He is highly skilled in leadership development with a proven track record of helping leaders grow, getting great results, and growing teams. James is able to identify future high performing leaders, assess their skill level across important metrics, create development plans, challenge them with new responsibilities, and follow-up to provide ongoing mentorship. Important to the Kitchen operations, he is also able to develop, write, operationalize, and cost recipes, truly engineering our menus to optimize quality. He is skilled in recipe writing for volume, working with vendors to select and source the best products, and negotiating for both cost and quality. James also helps us stay on track financially, as he has strong skills in navigating financial statements and teaching others to do so.

Executive Chef Kris Kirk manages our daily menu and food production. He began his life-long journey in the hospitality industry as a dishwasher then advanced to kitchen manager while



earning his BA in Communications from USC. He later graduated from the Culinary Institute of America, and honed his skills at Wolfgang Puck's Spago Beverly Hills, Charlie Palmer's Aureole Las Vegas, and Michael Mina's Aqua at the St. Regis Monarch Beach Resort. He excelled as Executive Chef at premier restaurants including Sage on the Coast, Ecco at the Camp, and DIVBAR in Newport Beach, where he worked under Chef Bill's leadership. Chef Kris takes great pride in providing nutritious healthy meals to our guests and clients.

Kitchen Manager Michael Doutt is responsible for the food that enters and exits the kitchen, checking the quality of all rescued, donated and purchased products and ensuring the proper inventory is available to the kitchen. He and his team are also responsible for packaging food leaving the kitchen, the delivery of food to shelter partners, the pick-up of rescued and donated product when necessary, and the maintenance of the kitchen and warehouse buildings. Mike's years of experience in professional kitchens ranging from his time as the Executive Chef at Mesa to being the Executive Chef at Bad Robot (J.J. Abrams' production company) have been instrumental in helping the Kitchen maintain a high standard of operations.

Our culinary leadership applies the same high food safety standards and exceptional food quality from their collective experience to now serve thousands living with food insecurity. The only difference is for the first time in Orange County, surplus safe and edible food is rescued and used in our menu planning. Our professional chefs and their culinary staff deploy their innovative culinary skills to cook delicious and nutritious meals at very low cost.

Culinary Training Director Chef Charlie Negrete is a graduate of CSCA. He began his time with the Kitchen as Sous Chef, was promoted to Chef Instructor, and now oversees all elements of the Culinary Training Program. Charlie has worked under Michelin Starred Chefs and at premier establishments such as the Peninsula Hotel of Beverly Hills, Terranea Resort, and Portofino Hotel & Yacht Club. With his new calling to empower society's underserved, Chef Charlie spent two years at the LA Kitchen before it was closed in 2018. Charlie was instrumental in developing the culinary training program at LA Kitchen and carries those experiences into our own Culinary Training Program.

Rounding out our team of leaders is our **Co-Founder and Director of Hospitality, Molly Bracken**. While faithfully leading from behind the scenes for years as the co-founder and a board member, Molly stepped into a forward-facing role in 2024 as our Director of Hospitality with a focus on ensuring that our standards and values are seen and felt in every area of our organization. She comes to us with an impressive professional background in places such as the Peninsula Beverly Hills, the St. Regis Monarch Beach, the Westin South Coast Plaza and spent many years designing and implementing customer service training and development programs with Inspire Consulting Group. Molly's diverse experience in hospitality, from human resources management to hotel operations, combined with her training as a black belt in Six Sigma, makes her a valuable part of the team since nonprofit executives tend to wear many hats.



COMMUNITY IMPACT

We are deeply committed to the community by the nature of our work, serving 2.2 million meals last year to those in need by working with 60+ community partners to distribute meals to those in need throughout Orange County. We also work with partners to host community events using our food truck, Babs. We enjoy working with partners such as the City of Garden Grove Family Resource Centers to provide an enjoyable, uplifting experience for guests while also serving a healthy and delicious meal. We've had many similar partnerships over the years in communities all across Orange County. Some of those include the Willard neighborhood in Santa Ana, the Oakview neighborhood in Huntington Beach and Higher Ground in Anaheim. We believe that allowing people a respite from life's challenges, even if just for a free dinner, can bridge gaps in our communities better than many other planned opportunities. With nearly 13 years of serving in this way, we recognize that growing our community meal program through deeper partnerships will help us to have an even bigger impact.

FROM OUR MIDYEAR REPORT





Because Feeding People Isn't The Same As Nourishing Them





**VENDOR APPLICATION FORM
FOR
RFP No. 26-06 Commercial Kitchen Operator Services**

TYPE OF APPLICANT: CURRENT VENDOR

Legal Contractual Name of Corporation: Bracken's Kitchen Inc.

Contact Person for Agreement: Bill Bracken

Title: Executive Director

E-Mail Address: Bill@BrackensKitchen.org

Business Telephone: 714.554.1923 Business Fax: N/A

Corporate Mailing Address: 13941 Nautilus Drive
Garden Grove, CA 92843

Contact Person for Proposals: Bill Bracken

Title & EMail Address: Sames as above

Business Telephone: 714-554-1923 Business Fax: N/A

Is your business: (check one) NON PROFIT CORPORATION

Is your business: (check one) Non Profit Corporation

Names & Titles of Corporate Board Members

(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone
Bill Bracken	Chairman of Board	310-498-1061 - Authorized to Sign
Andrew Zschach	Board Member	714-469-0919
Krista Koch	Board Member	480-518-7189
Molly Bracken	Board Secretary	949-500-8615 - Authorized to Sign
Doug Schonfeld	Board Member	714-625-7384
Hilday Jusuf	Board CFO	714-356-1584

Federal Tax Identification Number: 

City of Costa Mesa Business License Number: Must Renew

City of Costa Mesa Business License Expiration Date: N/A

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**

I certify that Proposer and Proposer’s representatives have not had any communication with a City Councilmember concerning informal **RFP No. 26-06 Commercial Kitchen Operator Services** at any time after **October 3, 2025**

William Bracken

Signature

Date: 11.3.25_____

William Bracken

Print

OR

I certify that Proposer or Proposer’s representatives have communicated after **October 3, 2025** with a City Councilmember concerning informal **RFP No. 26-06 Commercial Kitchen Operator Services** . A copy of all such communications is attached to this form for public distribution.

Signature

Date: _____

Print

DISQUALIFICATION QUESTIONNAIRE

The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or safety regulation?

Yes _____ No

If the answer is yes, explain the circumstances in the following space.

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of Contractor currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

NONE

COMPANY PROFILE & REFERENCES

Company Legal Name: Bracken's Kitchen In.

Company Legal Status: Non Profit Organization

Active licenses issued by the California State Contractor's License Board: **N/A**

Business Address: 13941 Nautilus Drive, Garden Grove, CA 92843

Website Address: www.BrackensKitchen.org

Telephone Number: 714-554-1923 Facsimile Number: N/A

Email Address: Chef@brackenskitchen.org

Length of time the firm has been in business: 13 years

Length of time at current location: 7 years

Is your firm a sole proprietorship doing business under a different name: No

If yes, please indicate sole proprietor's name and the name you are doing business under:

Federal Taxpayer ID Number: 

Regular Business Hours: Office: 8:00 am - 4:00 pm

Regular holidays and hours when business is closed: **Closed Sunday, not for shelter partners**

Contact person in reference to this solicitation:

Telephone Number: 714-554-1923

Facsimile Number:

Email Address: Bill@BrackensKitchen.org

Contact person for accounts payable: Lauren Kelly

Telephone Number: 714-554-1923 Email

Facsimile Number:

Address: 13941 Nautilus Drive, GG, CA 92843

Name of Project Manager: Bill Bracken

Telephone Number: Same as above

Facsimile Number:

Email Address:

COMPANY PROFILE & REFERENCES (Continued)

Submit the company names, addresses, telephone numbers, email, contact names, and brief contract descriptions of at least three clients, preferably other municipalities for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Garden Grove

Contact Name: Lisa Kim

Contract Amount: Appx \$320,000.00

Email: LisaK@GGCity.org

Address: 11222 Acacia Pkwy, GG, CA 92840

Brief Contract Description: Food Service for Shelter

Company Name: Mercy House

Telephone Number: 714-836-7188

Contact Name: James Brooks

Contract Amount: Appx \$450,000.00

Email: JamesB@MercyHouse.net

Address: PO Box 1905, Santa Ana, CA 92702

Brief Contract Description: Food Service for Huntington Beach Navigation Center

Company Name: The Hub Resource Center

Telephone Number: 657-767-5751

Contact Name: Holiday Zimmerman

Contract Amount: Appx \$220,000.00

Email: Holiday@TheHubOC.org

Address: 1439 W. Chapman Ave, #196, Orange, CA 92868

Brief Contract Description: Lunch Service for Homeless Resource Center

Company Name: City of Huntington Beach

Telephone Number: 714-536-5929

Contact Name: Jessica Kelley

Contract Amount: N/A

Email: Jessica.Kelley@surfcity-hb.org

Address: 2000 Main Street, HB, CA, 92648

Brief Contract Description: While our contract in HB is with Mercy House, Jessica and the HB team know us and can speak to our work if needed.

Company Name:

Telephone Number:

Contact Name:

Contract Amount:

Email:

Address:

Brief Contract Description:

EXHIBIT C
FEE SCHEDULE



COSTA MESA NAVIGATION CENTR COST PROPOSAL:

Please find below our proposed subsidy per meal period. While the cost of all food items, payroll, insurance and other ancillary costs have gone up substantially, we are committed to our relationship with Costa Mesa and will not be asking for an increase this coming year.

The Kitchen reserves the right to minimize staffing on site, should census reach below 50 meals per meal period.

Estimated cost per tasty and nutritious meal is as follows:

<u>Breakfast:</u> _____	\$3.50 per person
<u>Lunch:</u>	\$4.50 per person
<u>Dinner:</u>	\$5.50 per person
<u>Total Cost:</u>	\$13.50/day per person

Full Service with trained and certified staffing:

Daily: 85 ppl x \$13.50 per	= \$1147.50 per day
Weekly: 7 days	= \$8032.50 per week
Annual: 52 weeks	= \$417,690.00 per annual

- *This proposal will be honored for the entirety of the one-year contract*

PAYMENTS:

Bi-Weekly invoices will be submitted for payment. Net 30 terms.
Invoices not paid within terms are subject to a 1.5% monthly finance charge.

CONTACT INFORMATION:

Program contact information is as followed:

Bill Bracken, Founder & Executive Director
James Martin, Director of Culinary Operations

bill@brackenskitchen.org
James@brackenskitchen.org

EXHIBIT D
CITY COUNCIL POLICY 100-5



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-149

Meeting Date: 2/17/2026

TITLE:

CITY OF COSTA MESA'S URBAN CANOPY AND LAND ASSESSMENT

DEPARTMENT: PUBLIC WORKS DEPARTMENT/MAINTENANCE SERVICES
DIVISION

PRESENTED BY: RAJA SETHURAMAN, PUBLIC WORKS DIRECTOR

CONTACT INFORMATION: ROBERT RYAN, MAINTENANCE SERVICES MANAGER (714)
754-5123

RECOMMENDATION:

Staff recommends the City Council review and provide feedback on the City of Costa Mesa's Urban Canopy and Land Assessment.

BACKGROUND:

The City of Costa Mesa's urban forest contains approximately 23,000 trees located on City property. This includes city facilities, parks, parkways, sports fields, streets and medians. The City's tree inventory has an estimated value of over \$85 million and has a diversity of over 270 different tree species. Despite a history of drought and existing and newly established invasive pests and diseases, the overall condition of the urban forest is at a healthy level. The City's Arborist, in conjunction with the tree maintenance contractor, has assigned a rating of "Fair" or "Good" (the two highest ratings possible) to 94% of the City's urban forest. A vast majority of those trees, over 87%, were rated as "Good".

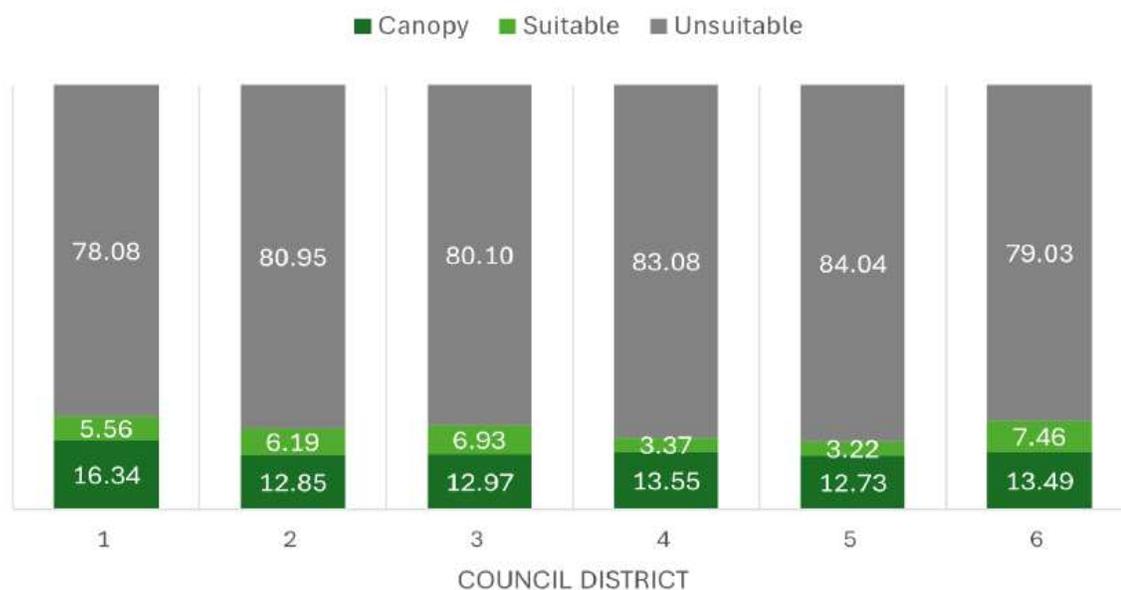
The City's urban forest and corresponding tree canopy contribute significantly to environmental quality, public health, water management, economic stability, and overall aesthetics of the City. The City Council has also identified the need to review and expand the tree canopy, especially in areas that are tree deficient. In order to address this need, the City contracted West Coast Arborists, Inc. to conduct an Urban Tree Canopy and Land Assessment (Attachment1). The primary goal of this assessment is to provide a baseline evaluation of Costa Mesa's tree canopy, analyze its distribution, and develop actionable, data driven plans for future strategies for urban forestry development across various geographic areas to maximize the urban forest benefits citywide.

ANALYSIS:

According to the assessment, the City of Costa Mesa currently has 13.88% tree canopy cover citywide. While this may seem low, approximately 80.49% of land is unsuitable for tree planting due to existing land use constraints such as buildings, roads, and water bodies. Approximately 5.63% of the city remains available for future tree planting.

This assessment evaluated Urban Tree Canopy (UTC) and Possible Planting Areas (PPA) across multiple geographic areas to provide relevant insights for different stakeholders. By identifying the distribution of tree canopy and planting opportunities across these scales, the City can take a more strategic and data-driven approach to urban forestry management. The assessment considered several geographic boundaries, including the citywide boundary (1), six city council districts (6), thirty-seven census tracts (37), twenty land-use groups (20), and thirty-four designated park areas (34). This multi-scale approach allows for targeted decision-making to enhance Costa Mesa’s urban forest.

Suitable vs Unsuitable Percentage



This chart illustrates the proportions of total tree canopy, suitable planting areas, and unsuitable planting areas within each council district.

District	Canopy (Sqft)	Suitable (Sqft)	Unsuitable (Sqft)	Total Area (Sqft)
1	18,789,743.95	6,400,041.64	51,731,990.22	115,026,391.30
2	12,009,395.78	5,790,041.72	33,642,265.02	93,479,583.35
3	9,802,908.63	5,237,125.25	27,502,277.33	75,596,229.03
4	3,464,911.76	861,709.18	10,990,825.62	25,574,421.83
5	9,770,084.24	2,475,327.11	41,432,486.49	76,767,708.46
6	7,475,158.18	4,132,294.40	27,411,033.16	55,405,142.28

This table shows canopy cover, suitable planting area, and unsuitable planting area in relation to each council district in square feet.

The assessment provides insight into the ecological benefits of the City's urban forest in several key factors such as pollution removal, carbon storage and carbon sequestration. In addition, a risk assessment was performed based on the specific composition of Costa Mesa's urban forest and the potential threat of pests to the most prevalently planted tree species.

Lastly, the assessment provides a summary section with recommendations in several categories, including where tree canopy is lacking, where the most opportunity lies, areas most in need of protection, and any general citywide trends or disparities.

The Tree Canopy Assessment was presented to the Parks and Community Services (PACS) Commission on November 13, 2025. The PACS Commission, following the presentation and discussion, provided the following recommendations and requested that they be included in the agenda report to City Council:

- Include a mapping of tree inventory so that the relationship of tree canopy to pedestrian opportunity zones, major roadway corridors and tree-deficient areas can be analyzed.
- Collaborate with Newport Mesa Unified School District (NMUSD) to increase tree canopy at various school properties, especially in areas that are lacking adequate canopy cover.
- Collaborate with other districts such as Mesa Water for tree planting efforts.
- Increase mulching activities in landscaped areas throughout the City.
- Dedicate a portion of Capital Improvement Program (CIP) budget for streets towards trees.
- Repurpose a portion of golf course adjacent to Fairview Developmental Center (FDC) for increasing open space and tree canopy.
- Conduct outreach to residents, especially in multi-family areas for additional tree planting and provide incentives for planting trees.
- Address tree canopy and social equity issues.
- Consider an Adopt a Tree program for planting and maintenance of trees.
- Identify and promote health benefits of trees, especially in areas deficient in tree canopy.
- Identify areas where trees were removed and ensure new trees are planted.
- Incorporate tree canopy recommendations within Safe Routes to School project.
- Prioritize areas with poor tree canopy and low unsuitable planting.
- Provide Planning Commission with the presentation on tree canopy.

Following the PACS Commission presentation, the City has been working with the consultant to develop mapping of various layers, such as tree inventory, maintenance program, and environmental and health benefits. These will be included on the City website following staff review and approval.

ALTERNATIVES:

There are no alternatives to consider for this item as it is informational in nature.

FISCAL REVIEW:

No fiscal review is required for this item.

LEGAL REVIEW:

The City Attorney's Office has reviewed this report and approves it as to form.

CITY COUNCIL GOALS AND PRIORITIES:

This item supports City Council goal to advance environmental sustainability and climate resiliency.

CONCLUSION:

Staff recommends the City Council review and provide feedback on the City of Costa Mesa's Urban Canopy and Land Assessment.

CITY OF COSTA MESA

Urban Canopy and Land Assessment



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1: INTRODUCTION



1,408 Acres of
Canopy Cover

13.88% Urban
Canopy Cover

1.1 EXECUTIVE SUMMARY

Purpose of This Analysis

The City of Costa Mesa, located in Orange County, California, spans approximately 15.7 square miles. The city's urban forest consists of trees along streets, within parks, residential areas, and natural spaces, forming an essential component of Costa Mesa's green infrastructure. These trees contribute significantly to environmental quality, public health, water management, economic stability, and overall aesthetics. The primary goal of this assessment is to provide a baseline evaluation of Costa Mesa's tree canopy, analyze its distribution, and guide future strategies for urban forestry development across various geographic areas.

Urban Tree Canopy in Costa Mesa

The City of Costa Mesa currently has 13.88% Tree Canopy Cover citywide. Additionally, 5.63% of the city consists of areas suitable for future tree planting, while 80.49% of land is unsuitable due to existing land use constraints such as buildings, roads, and water bodies.

The percentages for UTC and possible planting areas are based on total land area.

- Non-canopy vegetation: 13.37%
- Soil/dry vegetation: 2.01%
- Impervious surfaces: 66.62%
- Water coverage: 0.79%

Further analysis of Costa Mesa's urban tree canopy reveals that 42.2% of the tree population is deciduous, while 57.8% consists of evergreen species. This classification informs strategic planning efforts for tree diversity, climate resilience, and future planting initiatives.

Assessment Boundaries

This study evaluated Urban Tree Canopy (UTC) and Possible Planting Areas (PPA) across multiple geographic scales to provide relevant insights for different stakeholders. By identifying the distribution of tree canopy and planting opportunities across these scales, the City can take a more strategic and data-driven approach to urban forestry management. The assessment considered several geographic boundaries, including the citywide boundary(1), six city council districts (6), thirty-seven census tracts (37), twenty land-use groups (20), and thirty-four designated park areas(34). This multi-scale approach allows for targeted decision-making to enhance Costa Mesa's urban forest.

Comparison

In 2024, Costa Mesa's tree canopy cover was measured at 13.88%. While direct comparisons are limited due to differences in data collection years, figures from the CAL FIRE and USDA Forest Service's California Urban Tree Canopy project provide helpful regional context. Neighboring cities reported the following canopy coverage based on earlier assessments: Newport Beach (12.6%), Irvine (12.7%), Santa Ana (11.6%), Huntington Beach (8.8%), and Tustin (10.1%). For broader context, the City of Los Angeles reported an overall canopy cover of 21%, with district-level variation ranging from 7% to 37%.

These figures indicate that many Southern California cities maintain canopy coverage around a regional average of approximately 15%. While this reflects typical conditions for the region, organizations such as American Forests recommend a minimum urban canopy cover of 20% in arid and semi-arid climates to promote environmental resilience, mitigate urban heat, and enhance overall livability. Costa Mesa's current canopy cover underscores ongoing progress and helps identify opportunities for future urban forestry efforts.

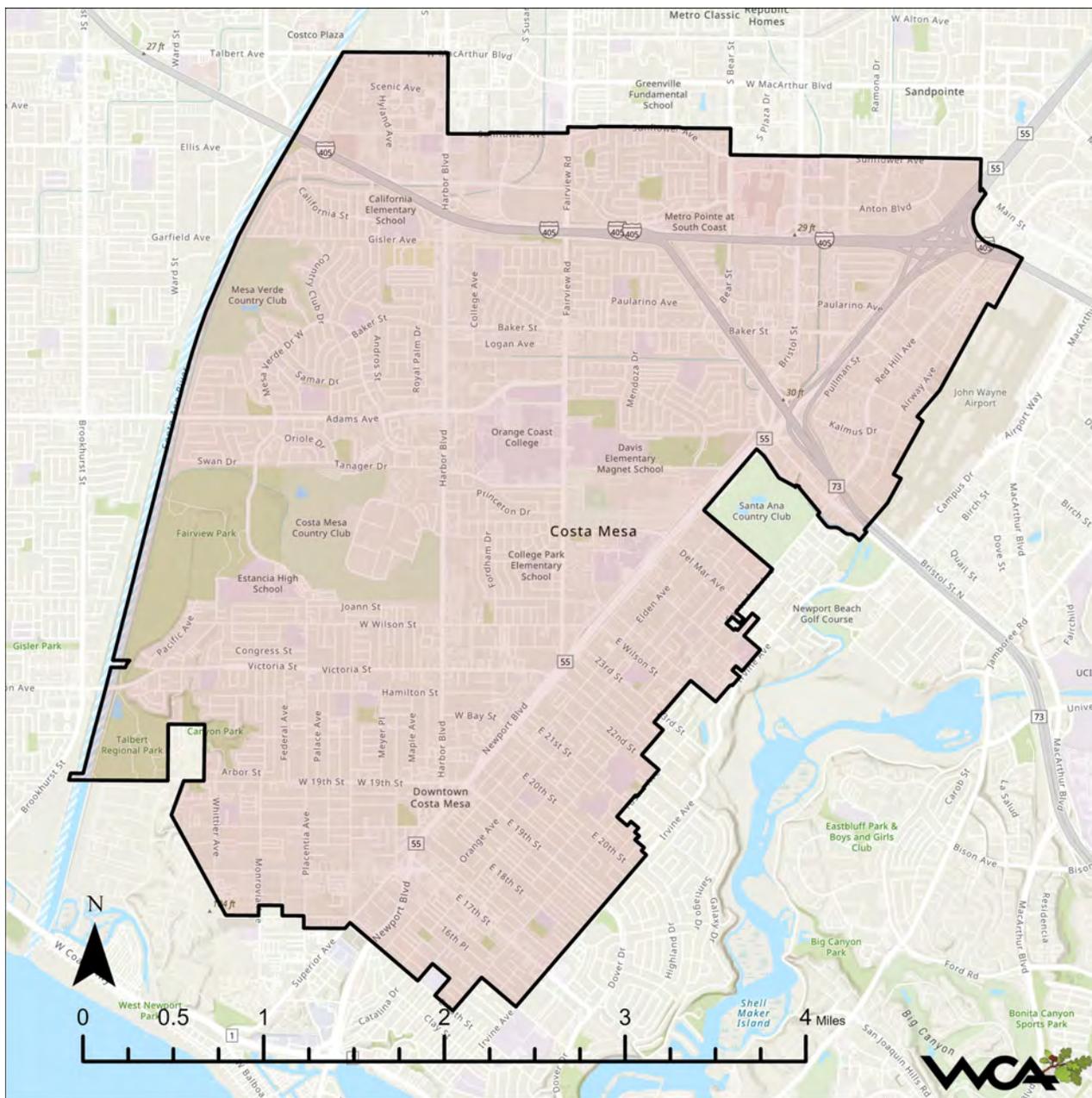


Figure 1.1a. City of Costa Mesa's boundary.



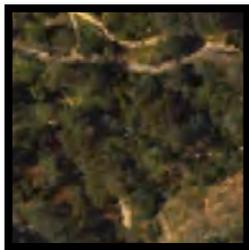
2: METHODOLOGY

2.1 Data Sources

This assessment used high-resolution 4-band multispectral imagery from the U.S. Department of Agriculture’s National Agriculture Imagery Program (NAIP), collected in Summer of 2024, to generate the land cover dataset. The NAIP imagery facilitated the classification of all major land cover types, allowing for an accurate evaluation of Costa Mesa’s urban tree canopy and potential planting areas. To improve spatial accuracy and ensure consistency with local land use classifications, additional GIS layers provided by the City of Costa Mesa were also integrated into the analysis.

2.2 Land Classification

Following the initial classification process, manual refinement and quality control measures were applied to enhance the accuracy of the remote sensing products. To further refine the dataset and improve classification precision, additional GIS layers provided by the city—including buildings, water bodies, and wetlands—were incorporated. These supplemental data sources ensured greater spatial accuracy and alignment with local land use characteristics.



Canopy



Vegetation



Soil



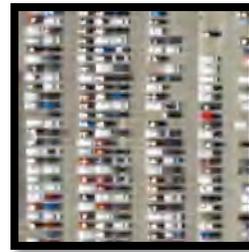
Water



Building



Road



Other



Shadow

2.3 Pervious vs Impervious

Land cover is classified as Pervious or Impervious based on water absorption and vegetation support.

Pervious Land allows water infiltration and includes Canopy, Vegetation, Soil, and Water, which contribute to stormwater management and ecological health. Impervious Land prevents water absorption and includes Buildings, Roads, and Other Impervious Surfaces, leading to increased runoff and heat retention.

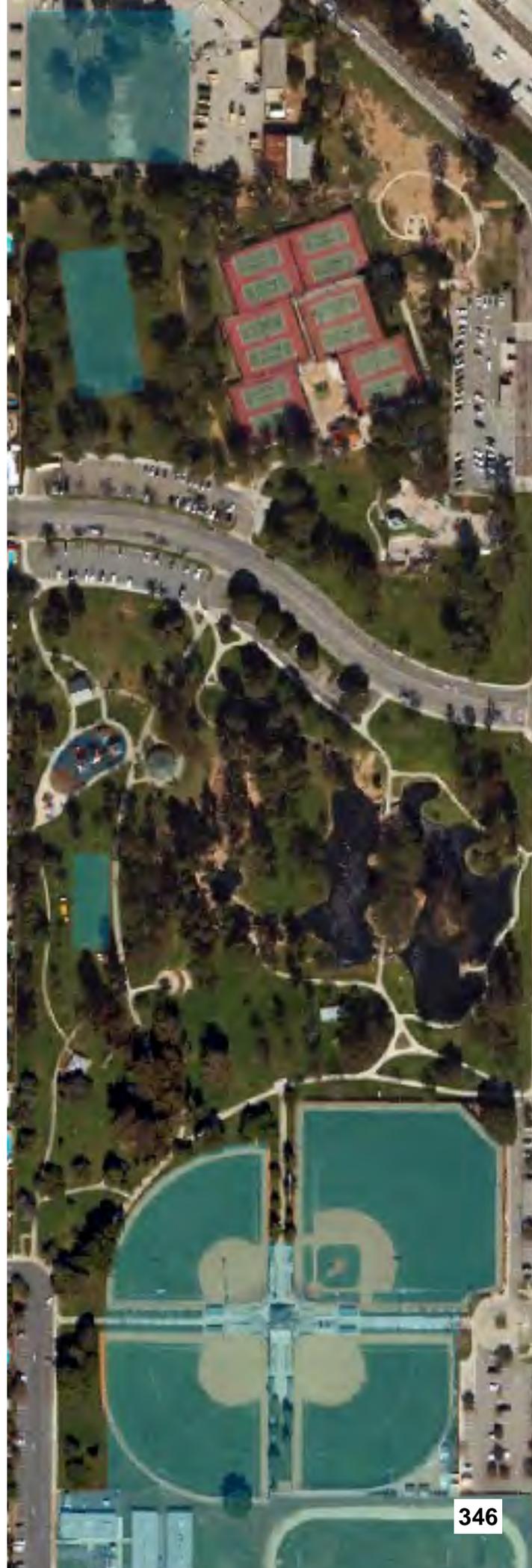
2.4 Suitable vs. Unsuitable Planting Areas

In the context of urban forestry and strategic canopy expansion, suitable planting areas refer to land classifications where tree establishment is both feasible and beneficial. These areas typically include vegetated spaces and exposed soil that are not obstructed by existing infrastructure. They present optimal conditions for tree growth, allowing for improved canopy expansion, enhanced stormwater absorption, and increased environmental resilience.

Conversely, unsuitable planting areas are locations where tree planting is impractical or conflicts with existing land functions. These include impervious surfaces such as roads, buildings, and other developed infrastructure, as well as ecologically or functionally restricted areas, such as water bodies, transportation corridors, and utility easements. Additionally, certain open spaces that might otherwise be considered plantable—such as sports fields, school tracks, designated recreational fields, and maintained open lawns in parks—have been classified as unsuitable to preserve their intended use. These areas are essential for community recreation, athletics, and public events, and as such, are excluded from tree planting initiatives to maintain their functional integrity.

Of Costa Mesa's approximately 441.9 million square feet of total land area, 1.87% has been specifically designated as *unsuitable sports areas*, while an additional 12.31% falls under other types of *unsuitable planting area*. This includes large community spaces such as Fairview Park, the Costa Mesa Golf Course, and Talbert Regional Park, as well as open space associated with schools and maintained park lawns.

By distinguishing between suitable and unsuitable planting areas, this assessment ensures that urban forest expansion efforts are strategically placed in locations where they will provide the greatest ecological, social, and economic value while respecting existing land use priorities.





3: KEY FINDINGS

3.1 City Wide

This urban tree canopy assessment used a detailed land cover classification to determine potential planting areas across Costa Mesa. Additional data layers identifying unsuitable planting areas, such as developed infrastructure and designated open-use spaces, were incorporated into the analysis. It is important to note that this study evaluates land area, to provide a more accurate representation of possible planting opportunities.

The results indicate that 61,314,990 SqFt (13.88%) of Costa Mesa's total land area is covered by tree canopy, while 24,897,493 SqFt (5.63%) consists of suitable planting areas, including existing vegetation and soil where trees could be planted. The remaining 355,630,861 SqFt (80.49%) is classified as unsuitable for planting, encompassing impervious surfaces such as buildings, roads, and developed infrastructure, as well as designated open-use spaces like athletic fields and recreational areas. This analysis provides a foundation for targeted tree planting efforts to enhance Costa Mesa's urban forest while maintaining the functionality of existing land uses.

Suitable vs Unsuitable

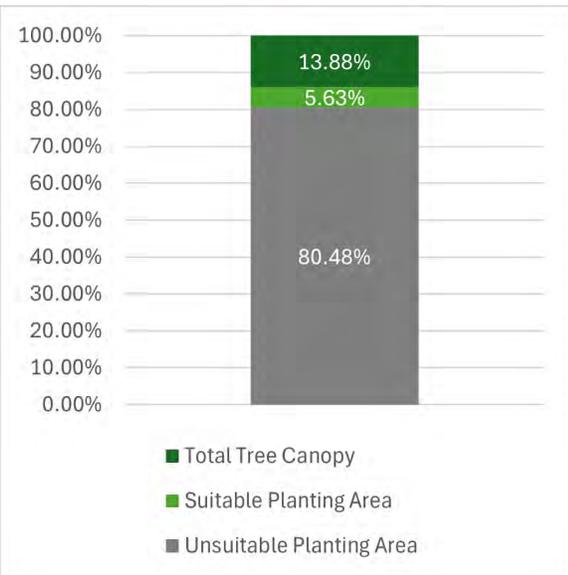


Figure 3.1b. This chart illustrates the proportions of total tree canopy, suitable planting areas, and unsuitable planting areas within the city boundary.

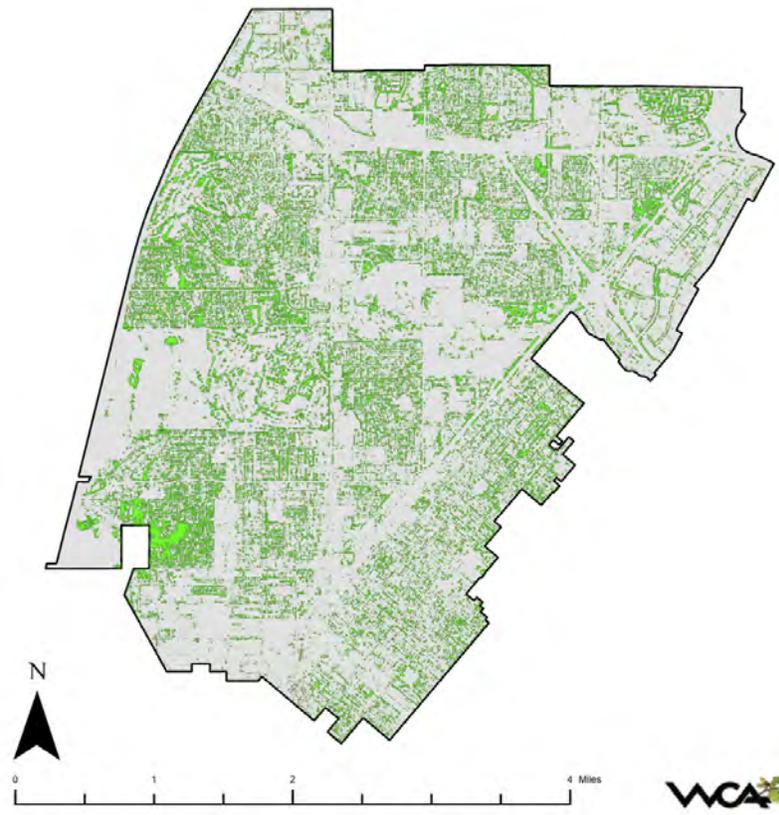


Figure 3.1a. Tree canopy (in green) distributed across the city's boundary.

Land Classification

Classification	Area SqFt	%
Impervious Unsuitable - Building	144,651,840.44	32.74
Impervious Unsuitable - Other	1,534,901.56	0.35
Impervious Unsuitable - Road	148,154,875.53	33.53
Pervious Suitable - Canopy	55,825,374.74	12.63
Pervious Suitable - Soil	2,193,413.22	0.50
Pervious Suitable - Vegetation	22,704,080.40	5.14
Pervious Unsuitable - Canopy	5,489,616.23	1.24
Pervious Unsuitable - Soil	6,696,583.24	1.52
Pervious Unsuitable - Vegetation	36,365,538.24	8.23
Pervious Unsuitable - Water	3,473,248.37	0.79
Shadow	14,753,873.52	3.34
Grand Total	441,843,345.50	99.99

Summary

Costa Mesa currently has approximately 13.88% total tree canopy coverage citywide, with an additional 5.63% of land area identified as suitable for future tree planting. The remaining 80.49% of land is considered unsuitable due to existing uses like roads, buildings, or other hard surfaces. While overall canopy coverage is modest, the presence of plant-able areas indicates room for strategic expansion, especially in zones where trees could support heat mitigation, walkability, and neighborhood greening.

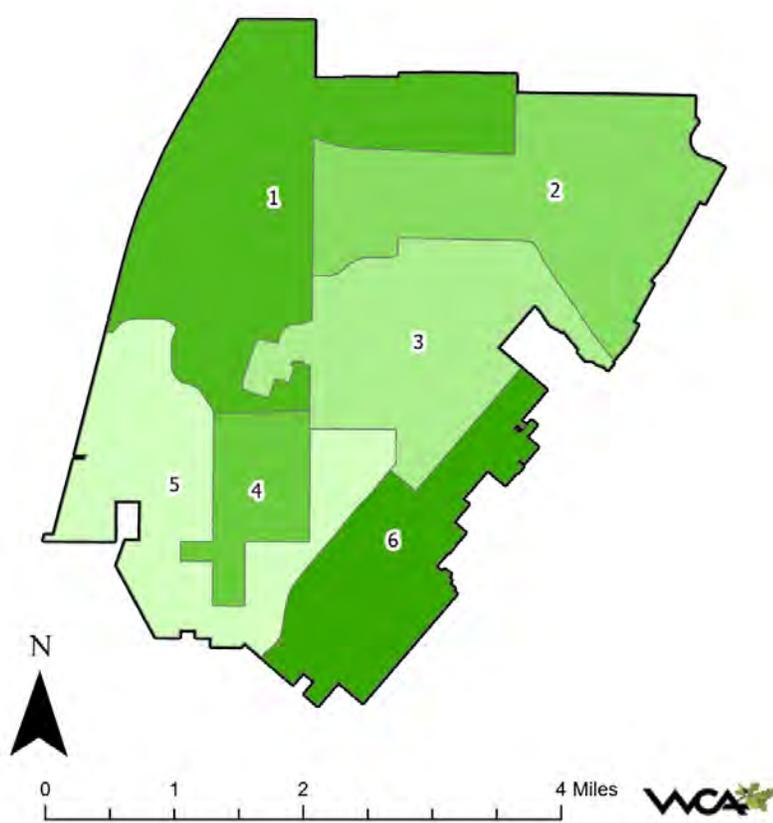


Figure 3.2a. Tree canopy distributed across Council Districts.

3.2 Council District

The assessment of Urban Tree Canopy (UTC) and Possible Planting Area (PPA) across Costa Mesa’s six council districts highlights key differences in canopy coverage and planting potential. District 1 has the highest tree canopy at 16.34%, while District 5 has the lowest at 12.73%, with the other districts falling within a 4% range. In terms of planting opportunities, District 1, while having a lower percentage of PPA, possesses the most square foot of land with 146.9 acres of plant-able space. Conversely, District 4, with just 19.78 acres available, presents fewer opportunities for tree expansion. These findings provide valuable insights for prioritizing future tree planting efforts and enhancing Costa Mesa’s urban forest.

Suitable vs Unsuitable Percentage

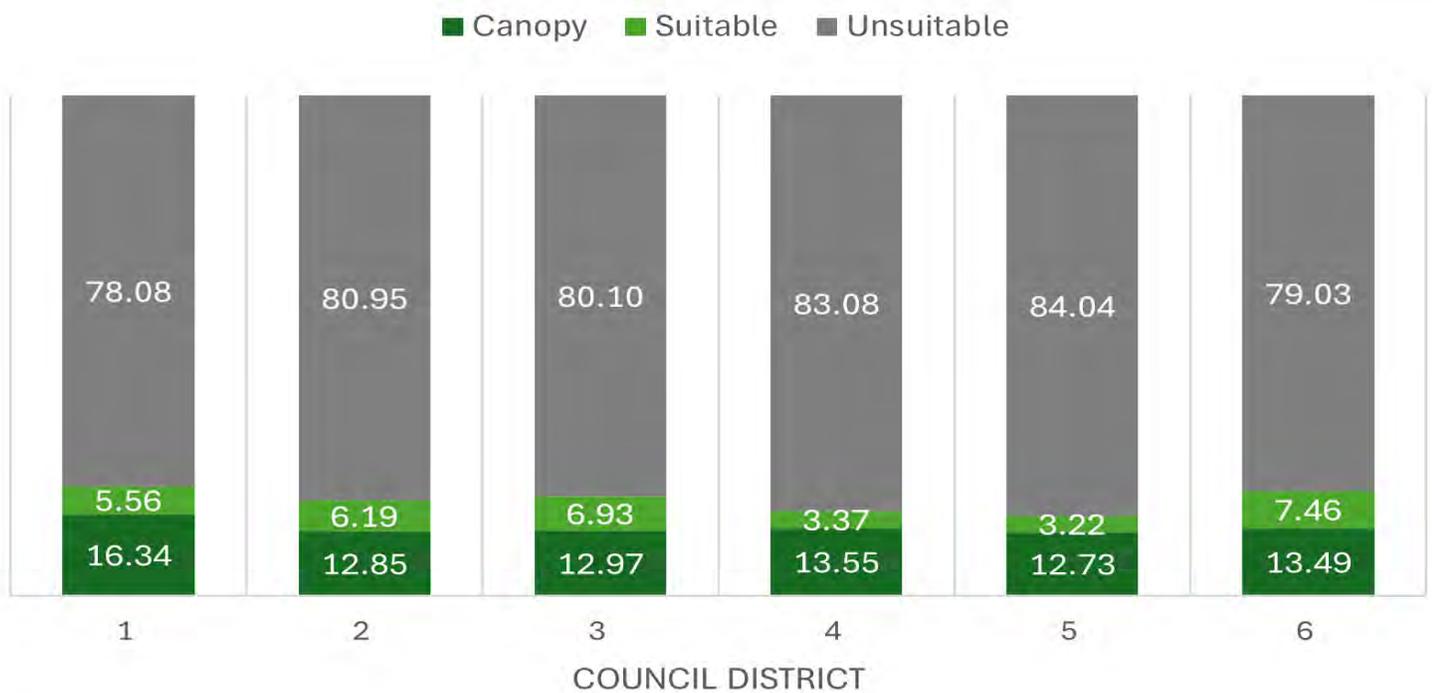


Figure 3.2b. This chart illustrates the proportions of total tree canopy, suitable planting areas, and unsuitable planting areas within each council district.

District	Canopy (Sqft)	Suitable (Sqft)	Unsuitable (Sqft)	Total Area (Sqft)
1	18,789,743.95	6,400,041.64	51,731,990.22	115,026,391.30
2	12,009,395.78	5,790,041.72	33,642,265.02	93,479,583.35
3	9,802,908.63	5,237,125.25	27,502,277.33	75,596,229.03
4	3,464,911.76	861,709.18	10,990,825.62	25,574,421.83
5	9,770,084.24	2,475,327.11	41,432,486.49	76,767,708.46
6	7,475,158.18	4,132,294.40	27,411,033.16	55,405,142.28

Figure 3.2c. This table shows canopy cover, suitable planting area, and Unsuitable planting area in relation to each council district in **349** feet.

3.2 Council District (cont'd)

Summary

Canopy coverage varies between Costa Mesa's six council districts, ranging between 12.73% to 16.34%. The highest canopy coverage was found in District 1, while District 5 had the lowest. Potential planting space also differs across districts, with the highest amount of suitable planting area in District 1, suggesting strong opportunities for future expansion. Conversely, District 4 and 5 have the least amount of suitable space, reinforcing the need to prioritize protection and maintenance of its existing canopy.



3.3 Census Tracts

Tree canopy and potential planting areas were analyzed across Costa Mesa’s 37 Census Tracts. Canopy cover ranged notably between tracts, with the highest concentration found in Tract 636.01 at 24.26%, and the lowest in Tract 525.01 at 3.6%. Similarly, suitable planting areas (vegetation and soil combined) varied, with Tract 525.01 offering the greatest opportunity at 23.71%, while Tract 636.05 had the least at only 1.38%. Most Census Tracts fell within a middle range of canopy coverage, between 10% and 15%, showing a relatively even distribution of established trees across neighborhoods. However, disparities in available planting areas highlight key opportunities for expanding canopy in under-resourced tracts, especially where space exists in grassy or soil-rich zones. Shadow and water classifications were minimal across tracts and do not significantly impact overall trends.

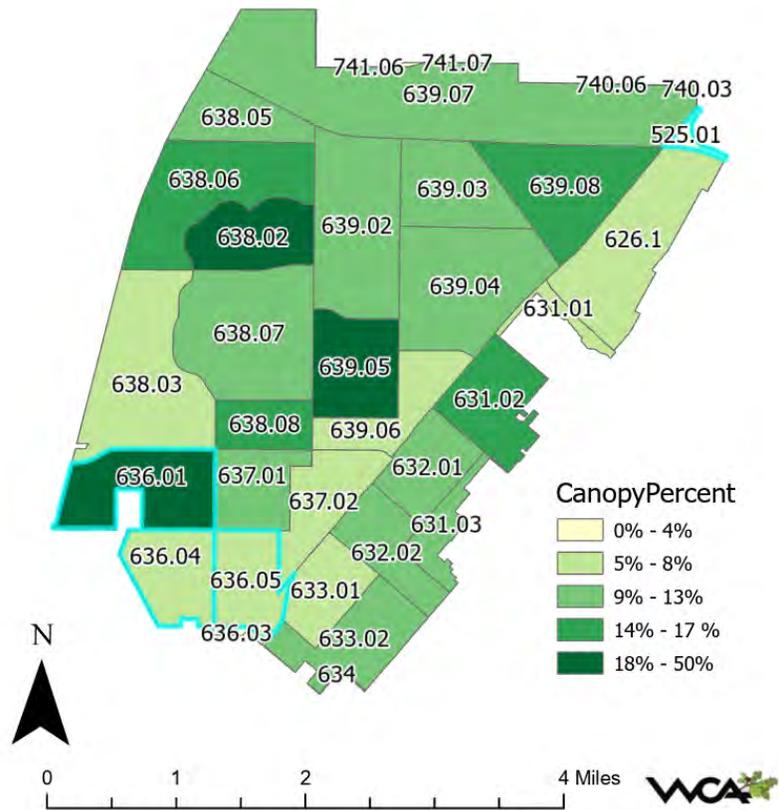


Figure 3.3a. Shows Canopy in Costa Mesa by Census Tracts

Suitable vs Unsuitable Square Footage

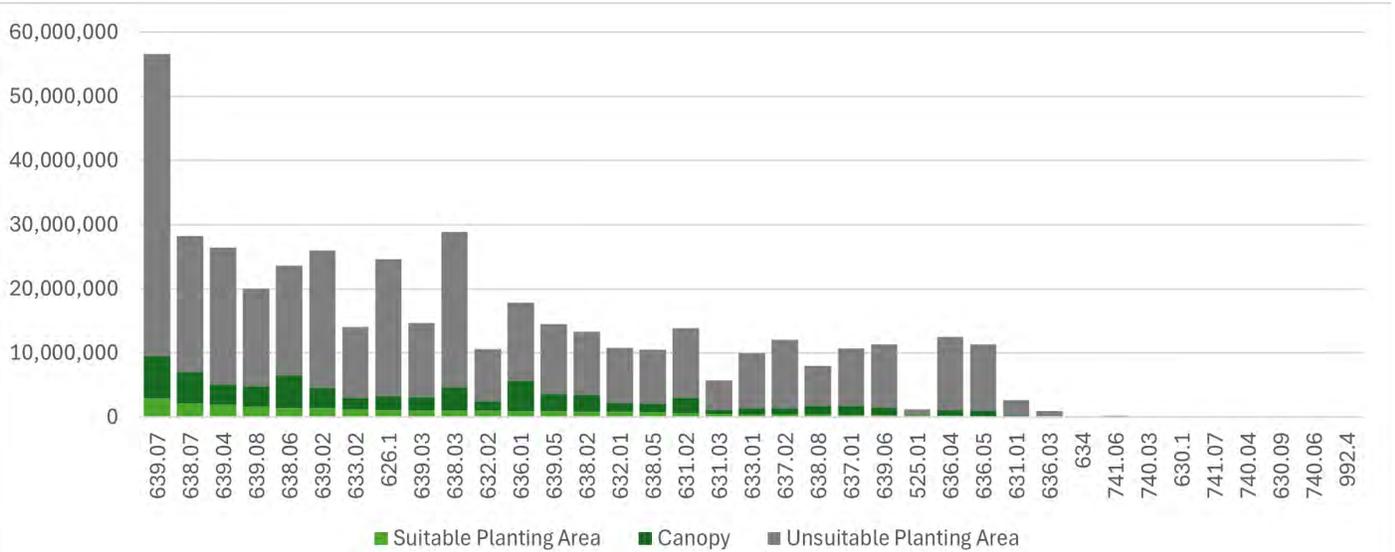


Figure 3.3b. Graph displays the distribution of suitable planting areas, existing canopy, and unsuitable planting areas across census tracts, sorted from highest to lowest suitable planting area. See Appendix A, Table A.1 for full dataset

Summary

Canopy cover across Costa Mesa’s Census Tracts ranged from 3.6% to 24.26%, while suitable planting opportunities varied from 1.38% to 23.7%. The most promising tracts for expansion include Tract 525.01, due to its high percentage of suitable space. Tracts with lower canopy and available area, such as 636.04 and 636.05, may require alternative strategies for greening efforts.

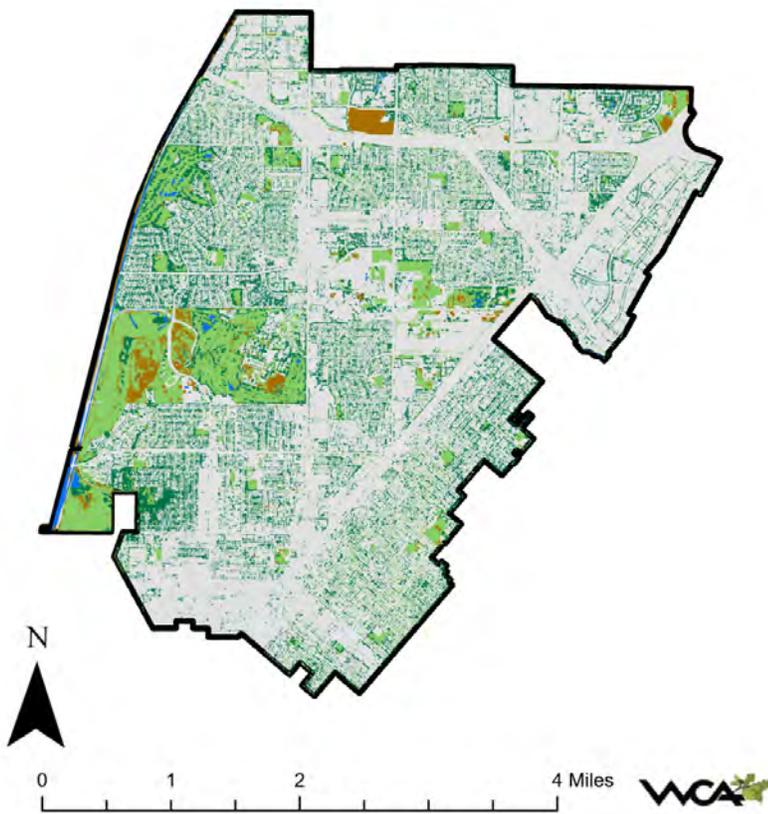


Figure 3.4a. This map shows all pervious features across Costa Mesa.

3.4 Land Use

Tree canopy, suitable planting areas, and land constraints were analyzed across Costa Mesa’s land uses. Low-Density Residential areas, covering nearly 99 million square feet, contribute the most to the city’s canopy at 23.82%, while Agriculture (0.47%) and Mobile Homes (1.34%) have minimal impact due to their small total areas.

Medical and Right-of-Way also offer significant planting potential, with 26.19% and 11.91% of their land suitable for canopy growth. In contrast, Mobile Homes (98.13% unsuitable) and Agriculture (93.72% Unsuitable) have limited space for new plantings.

Tree Canopy Potential

Land Use	Acres	Canopy %	Suitable %	Unsuitable %
Low Density Res	2281.01	23.82	9.13	67.05
Golf	379.72	17.85	0.16	81.99
Medium Density Res	264.03	17.52	7.55	74.93
Medical	114.39	17.32	26.19	56.49
High Density Res	1115.17	15.78	4.47	79.75
Open Space	746.66	14.66	8.02	77.33
Senior Housing	21.92	12.38	5.58	82.04
Private School	34.51	12.12	6.59	81.29
Church	63.64	9.31	5.49	85.2
Hotel / Motel	60.46	9.24	1.3	89.46
College/University	209.80	8.59	5.19	86.22
Mixed Use	5.99	8.58	5.11	86.3
City Facilities	193.84	7.98	4.33	87.69
Vacant	20.35	7.98	3.91	88.11
Right-of-Way	83.22	6.92	11.91	81.17
Commercial	1925.91	6.8	1.9	91.29
School (non private)	288.85	6.74	0.98	92.28
Railroad	0.74	4.08	8.44	87.48
Mobile Homes	33.70	1.34	0.53	98.13
Agriculture	66.62	0.47	2.81	96.72

3.4 Land Use (cont'd)

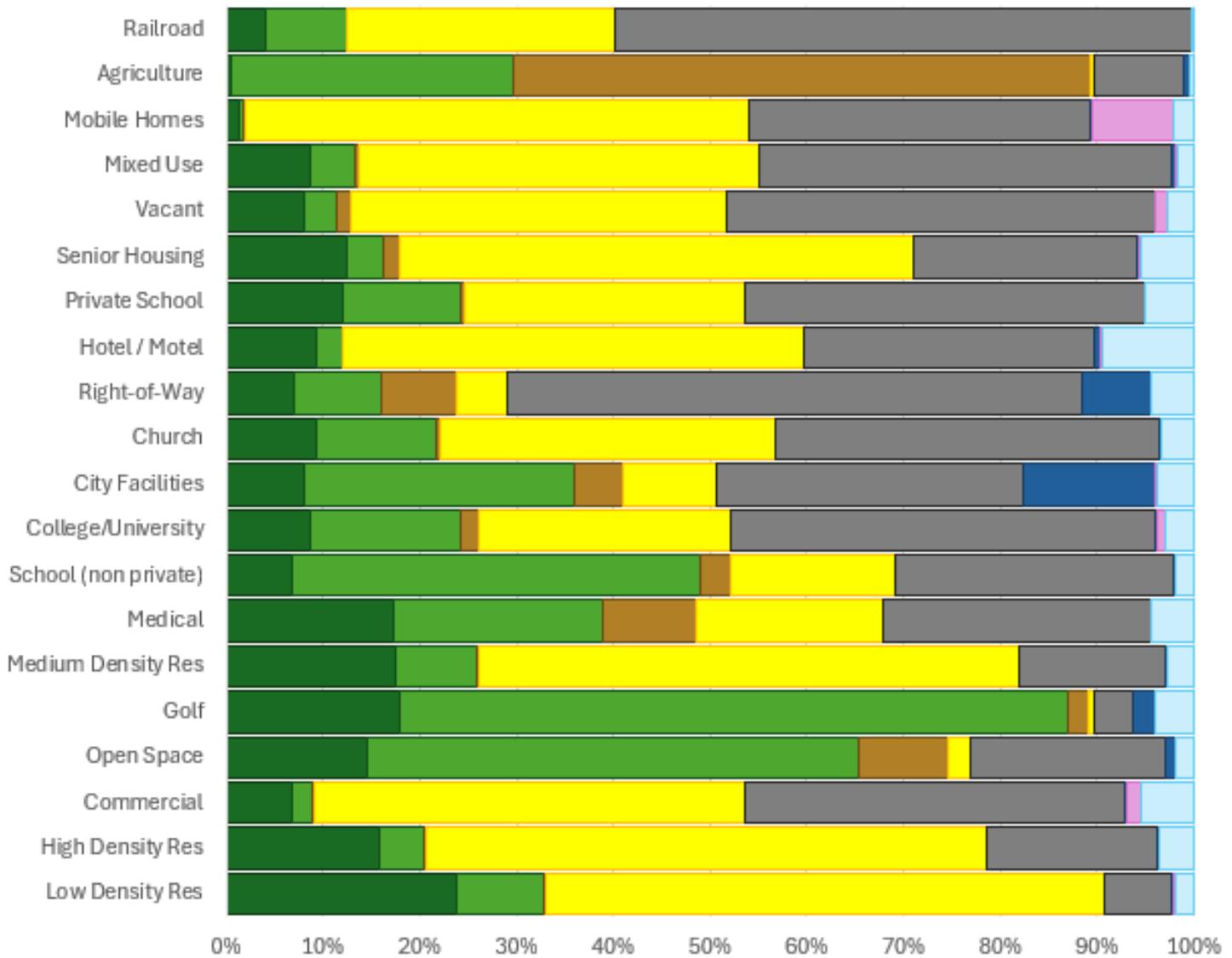


Figure 3.4b. This chart illustrates the proportions of total tree canopy, suitable planting areas, and unsuitable planting areas within the city boundary. See Appendix A, Table A.2 for the full dataset .

Summary

Costa Mesa’s tree canopy is highest in Low-Density Residential areas (23.82%) while the Agriculture (0.47%) and Mobile Homes (1.34%) contribute the smallest Canopy and have the highest unsuitable planting area. Planting efforts should be focused in Medical, Right-of-Way, and Low Density Residentials due to their high percentage of suitable planting area. Planting in Right-of-Way areas, which currently have the lowest canopy cover, would have a strong impact on increasing Costa Mesa’s overall canopy due to the potential for significant gains.

3.5 Parks

Urban Tree Canopy (UTC) and Possible Planting Areas (PPA) were assessed across 34 parks in Costa Mesa, showing considerable variation in coverage.

Canyon Park had the highest UTC at 78.1%, while Fairview Park had the lowest at 4.48%. Suitable planting areas also varied widely, with Shalimar Park having the least at 0.74%, while Costa Mesa Bark Park had the highest at 75.36%. This doesn't prioritize Costa Mesa Golf Course, Fairview Park, and Talbert Regional Park due to unsuitable planting parks. Parks that offer significant opportunities for canopy expansion, based on the size of their suitable planting areas, include TeWinkle Park with approximately 270,000 sq ft of PPA, and Wakeham Park with 177,000 sq ft of PPA. These results help identify key locations for targeted tree planting efforts to enhance Costa Mesa's urban forest.

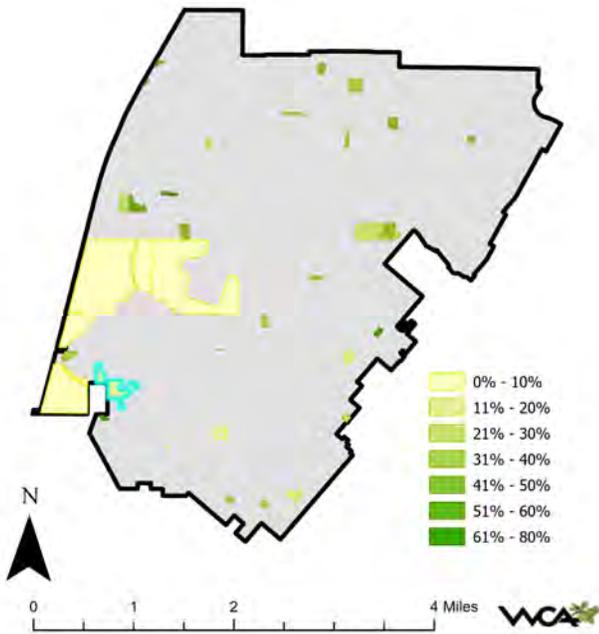


Figure 3.5a. This map shows the canopy percentage per park.

Suitable vs Unsuitable

	Canopy(%)	Suitable Planting Area(%)	Unsuitable Planting Area(%)
Balearic Park	21.7	18.8	59.4
Brentwood Park	60.1	31.0	8.9
Canyon Park	78.1	17.0	4.7
Costa Mesa Bark Park	21.9	75.4	2.7
Costa Mesa Golf Course	13.6	0.0	86.4
Costa Mesa Skate Park	36.2	25.1	38.7
Costa Mesa Tennis Center	42.3	13.4	44.3
Del Mesa Park	49.2	29.5	21.3
Estancia Park	54.9	23.1	21.9
Fairview Park	4.5	0.0	95.5
Gisler Park	37.5	54.6	7.8
Harper Park	14.3	22.9	62.8
Heller Park	39.0	31.8	29.2
Jordan Park	29.4	29.2	41.4
Ketchum-Libolt Park	53.8	13.5	32.7
Lindbergh Park	11.3	23.9	64.8
Lions Park	8.8	22.6	68.7
Marina View Park	70.1	8.5	21.4
Mesa Verde Park	65.4	21.1	13.4
Moon Park	54.0	22.6	23.5
Neath Park	31.0	62.8	6.2
Paularino Park	39.8	53.3	6.9
Pinkley Park	38.8	28.5	32.7
Shalimar Park	23.0	0.7	76.3
Shiffer Park	48.6	17.8	33.6
Smallwood Park	21.8	47.2	30.9
Suburbia Park	60.8	18.4	20.8
Talbert Regional Park	6.9	0.0	93.0
Tanager Park	47.9	30.3	21.8
TeWinkle Park	29.5	23.7	46.8
Vista Park	31.6	46.2	22.3
Wakeham Park	32.3	40.7	26.9
Wilson Park	32.4	43.9	23.7
Wimbledon Park	46.5	21.5	32.0

Summary

Urban tree canopy coverage in Costa Mesa's parks varies significantly, ranging from just 4.5% at Fairview Park to 78.1% at Canyon Park. While parks like Talbert Regional Park, Fairview Park, and the Costa Mesa Golf Course are not currently prioritized for new canopy planting due to limited suitable planting areas or specialized land use, several other parks present strong opportunities for expansion. For example, Costa Mesa Bark Park has over 75% of its area classified as suitable for planting, and Neth Park, Paularino Park, and Gisler Park each have more than 50% of their land available for potential tree canopy growth. These parks—many with low to moderate existing canopy—offer ideal conditions for targeted planting efforts that can enhance shade, environmental benefits, and overall park experience for the surrounding communities.

3.6 Prune Districts

Tree canopy and planting opportunities were assessed across Costa Mesa’s 30 prune districts. Canopy cover ranged widely, with the highest levels in District 11 (30.25%) and in starred districts 10* and 21*—areas dominated by golf courses and parks and therefore not considered priorities for canopy expansion. The lowest canopy appeared in Districts 17, 23, 24, and 1, all below 9%. Most districts fell within a middle range of 12% to 18% canopy.

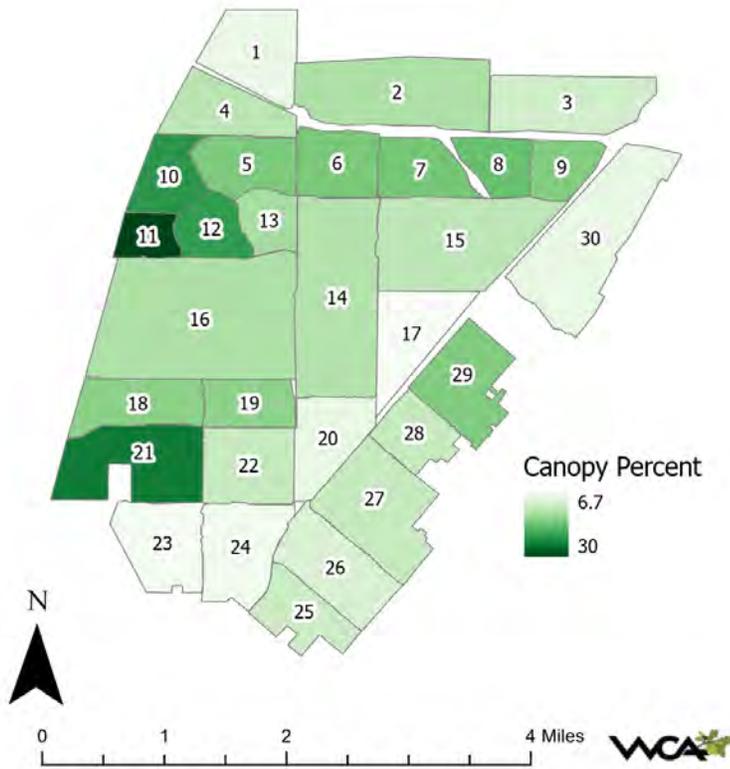


Figure 3.6a. This map shows the canopy percentage per prune district.

Summary

In an effort to increase canopy cover, it is recommended to focus planting efforts in areas with a high to moderate percentage of suitable planting area and low existing canopy. This will create the greatest impact on overall canopy cover. For example, District 17 has a moderate amount of suitable area and the lowest canopy cover. Trees planted here would influence the citywide canopy more than trees planted in District 18, which already has strong canopy cover and the highest suitable area (excluding districts primarily covered by golf courses and parks). Focusing on areas with lower canopy in relation to their suitable planting area will lead to maximizing canopy growth impact per tree planted.

Suitable planting areas showed similar variation. Districts 18, 15 and 5 offered the greatest genuine opportunity for new trees, while highly built-out districts such as 20, 23, and 24 had very limited space. The starred districts (10*, 16*, 21*) are large recreational open spaces that the City considers unsuitable for planting, though their data is included for reference.

Canopy & Suitable

Prune District	Canopy	Suitable	Unsuitable
1	8.62	4.30	86.99
2	14.50	13.57	69.37
3	11.59	11.20	71.79
4	13.40	12.48	74.12
5	17.81	17.05	65.14
6	17.99	9.32	72.69
7	18.21	10.11	71.68
8	19.00	9.13	71.88
9	17.43	5.94	76.63
10*	23.43	48.73	27.84
11	30.25	15.61	54.14
12	22.75	9.79	67.46
13	15.03	5.74	79.23
14	13.95	8.04	78.01
15	13.24	16.55	70.21
16*	14.49	50.17	35.34
17	6.70	11.50	81.80
18	16.82	25.16	57.38
19	16.70	4.93	78.37
20	8.97	2.40	88.63
21*	25.90	26.51	46.74
22	12.52	5.49	81.99
23	6.97	2.72	88.92
24	7.66	3.10	88.94
25	11.91	6.47	80.01
26	10.79	8.24	80.84
27	12.62	12.69	73.82
28	12.61	8.79	74.27
29	17.48	4.68	77.11
30	8.88	4.24	86.14



4: TREE BENEFITS

4.1 Ecological Benefits

Understanding an urban forest's structure, function and value can promote management decisions that will improve human health and environmental quality. An assessment of the vegetation structure, function, and value of the City of Costa Mesa urban forest was conducted during 2025. Data from 23221 trees located throughout City of Costa Mesa were analyzed using the i-Tree Eco model developed by the U.S. Forest Service, Northern Research Station.

How Costa Mesa's City Trees Benefit the Community



Pollution Removal

12.61 tons/year (\$173 thousand/year)

This value represents the amount of air pollutants that trees remove from the atmosphere through leaf surfaces. Common pollutants include ozone (O₃), nitrogen dioxide (NO₂), sulfur dioxide (SO₂), carbon monoxide (CO), and particulate matter (PM₁₀). By intercepting these pollutants, trees help improve air quality and support public health.



Carbon Storage

12.85 thousand tons (\$5.56 million)

Carbon storage refers to the total amount of carbon currently held within a tree's biomass—its trunk, branches, leaves, and roots. As trees grow, they absorb carbon dioxide (CO₂) from the atmosphere and store it as carbon in their tissue, helping to offset greenhouse gas emissions.



Carbon Sequestration

556.9 tons (\$241 thousand/year)

This is the rate at which trees absorb and store carbon from the atmosphere each year. Unlike carbon storage, which is a cumulative total, carbon sequestration is an annual measurement that reflects the ongoing environmental service of reducing atmospheric CO₂ levels.



Avoided Runoff

2.327 million gallon/year (\$20.8 thousand/year)

Avoided runoff quantifies the volume of stormwater that is intercepted or absorbed by trees, preventing it from flowing directly into storm drains or local waterways. Trees reduce surface runoff by capturing rainfall on their leaves and branches and by increasing soil infiltration through their root systems.



Oxygen Production

1.485 thousand tons/year

Oxygen production measures the amount of oxygen generated by trees during photosynthesis. As trees convert carbon dioxide and water into glucose, they release oxygen as a byproduct. This natural process is essential for maintaining breathable air and supporting life on Earth.

Ton: short ton (U.S.) (2,000 lbs)

Monetary values \$ are reported in US Dollars throughout the report except where noted. Ecosystem service estimates are reported for trees. With Complete Inventory Projects, oxygen production is estimated from gross carbon sequestration and not account for decomposition. Oxygen production in Plot Inventory Projects is estimated from net carbon sequestration.

4.2 Tree Characteristics

The urban forest of City of Costa Mesa has 23,221 trees with the most common being Liquidambar. The three most common species are Liquidambar styraciflua (8.8 percent), Pyrus calleryana (7.5 percent), and Pinus canariensis (7.5 percent).

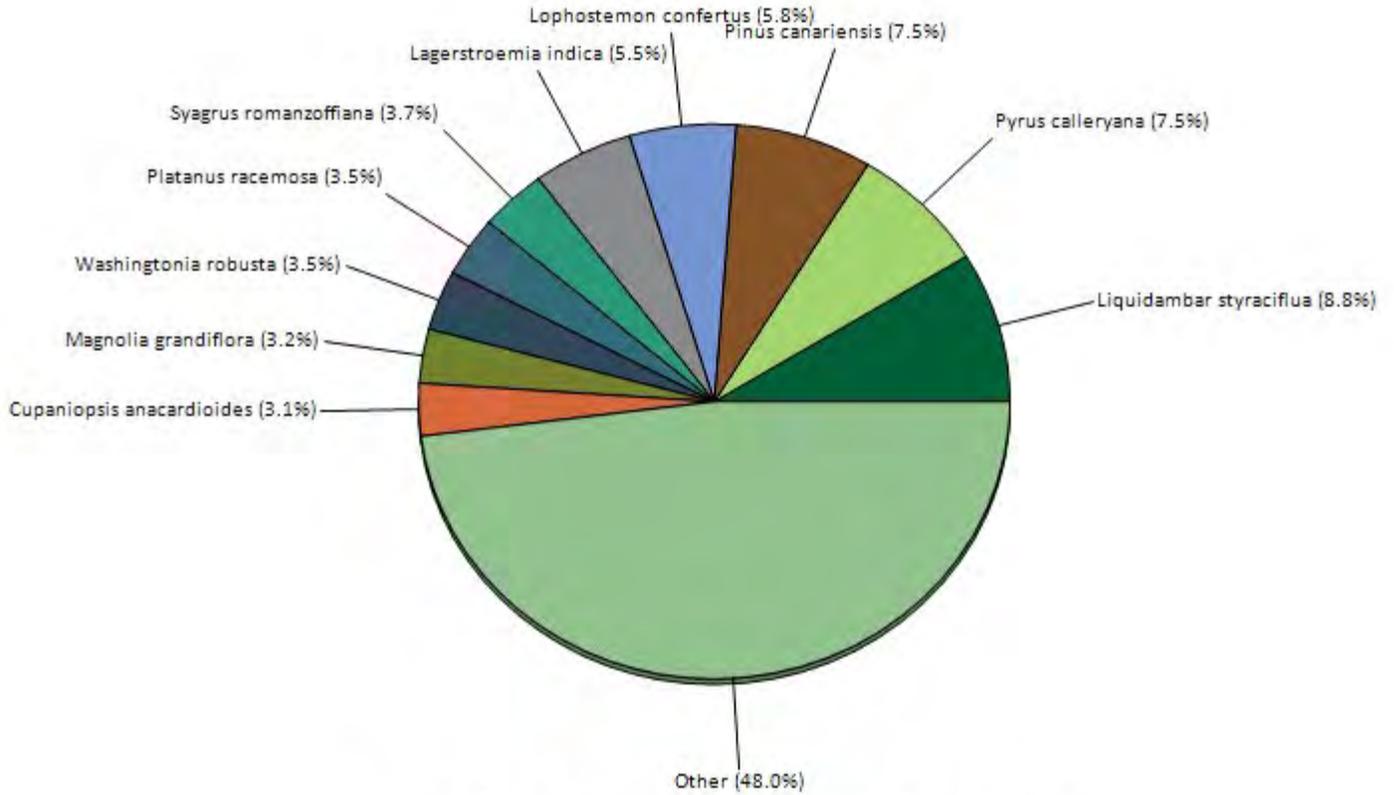


Figure 4.2a. Tree species composition in City of Costa Mesa

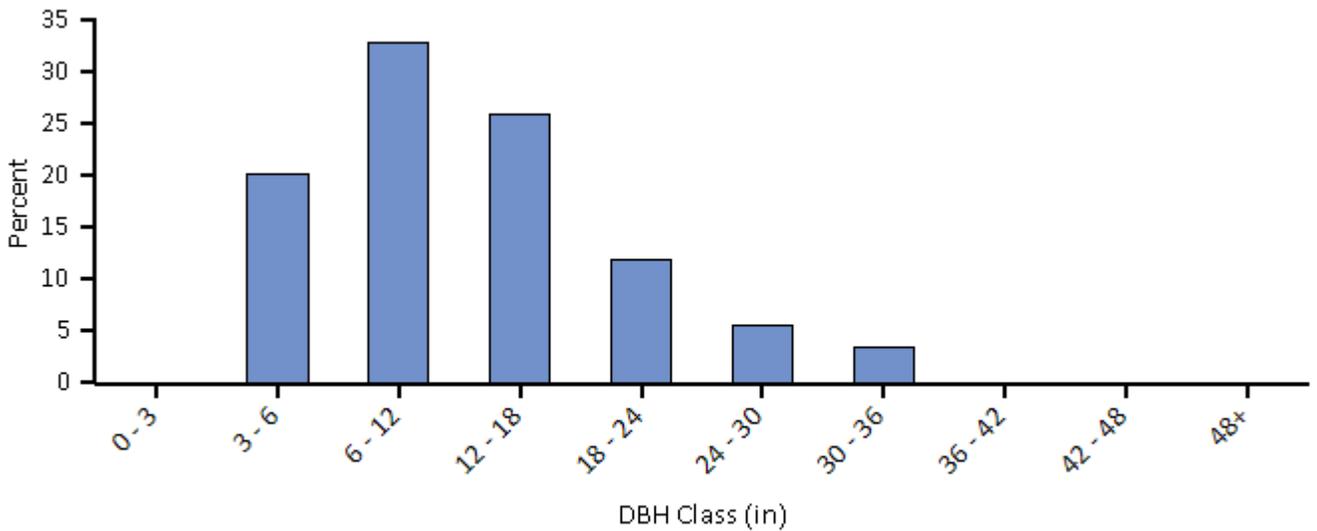


Figure 4.2b. Percent of tree population by diameter class (DBH—stem diameter at 4.5 feet)

4.3 Urban Forest Composition and Risk Assessment

In City of Costa Mesa, the most dominant species in terms of leaf area are *Pinus canariensis*, *Liquidambar styraciflua*, and *Platanus racemosa*. The 10 species with the greatest importance values are listed in Table 1. Importance values (IV) are calculated as the sum of percent population and percent leaf area. High importance values do not mean that these trees should necessarily be encouraged in the future; rather these species currently dominate the urban forest structure.

Scientific Name	Common Name	Percent Population	Percent Leaf Area	IV
<i>Pinus canariensis</i>	Canary island pine	7.5	14.8	22.3
<i>Liquidambar styraciflua</i>	Sweetgum	8.8	8.7	17.5
<i>Pyrus calleryana</i>	Callery pear	7.5	5.2	12.7
<i>Lophostemon confertus</i>	Vinegartree	5.8	4.7	10.5
<i>Platanus racemosa</i>	California sycamore	3.5	6.1	9.6
<i>Fraxinus uhdei</i>	Shamel ash	2.4	4.7	7.1
<i>Washingtonia robusta</i>	Mexican fan palm	3.5	3.4	6.9
<i>Lagerstroemia indica</i>	Common crapemyrtle	5.5	0.9	6.4
<i>Cupaniopsis anacardioides</i>	Carrotwood	3.1	2.7	5.7
<i>Corymbia citriodora</i>	Lemonscented gum	1.2	4.5	5.6

Potential Risk of Pests

Fifty-three insects and diseases were analyzed to quantify their potential impact on the urban forest. As each insect/ disease is likely to attack different host tree species, the implications for will vary. The number of trees at risk reflects only the known host species that are likely to experience mortality.

Code	Scientific Name	Common Name	Trees at Risk (#)	Value (\$ millions)
PSHB	<i>Euwallacea nov. sp.</i>	Polyphagous Shot Hole Borer	11936	49.54
PSB	<i>Tomicus piniperda</i>	Pine Shoot Beetle	2445	20.46
SPB	<i>Dendroctonus frontalis</i>	Southern Pine Beetle	2445	20.46
SW	<i>Sirex noctilio</i>	Sirex Wood Wasp	2445	20.46
SOD	<i>Phytophthora ramorum</i>	Sudden Oak Death	2202	9.13
ALB	<i>Anoplophora glabripennis</i>	Asian Longhorned Beetle	940	4.1
SLF	<i>Lycorma delicatula</i>	Spotted Lanternfly	836	3.16
EAB	<i>Agrilus planipennis</i>	Emerald Ash Borer	620	5.8
BM	<i>Euproctis chryorrhoea</i>	Browntail Moth	619	2.49
WM	<i>Operophtera brumata</i>	Winter Moth	444	1.52
OW	<i>Ceratocystis fagacearum</i>	Oak Wilt	443	1.56
LWD	<i>Raffaelea lauricola</i>	Laurel Wilt	399	1.61
GSOB	<i>Agrilus auroguttatus</i>	Goldspotted Oak Borer	343	1.17
LAT	<i>Choristoneura conflictana</i>	Large Aspen Tortrix	93	0.32
RPS	<i>Matsucoccus resinosae</i>	Red Pine Scale	34	0.1
DED	<i>Ophiostoma novo-ulmi</i>	Dutch Elm Disease	16	0.09
FTC	<i>Malacosoma disstria</i>	Forest Tent Caterpillar	15	0.13
ARD	<i>Armillaria spp.</i>	Armillaria Root Disease	4	0.03
TCD	<i>Geosmithia morbida</i>	Thousand Canker Disease	3	0.02
AL	<i>Phyllocnistis populiella</i>	Aspen Leafminer	1	0.01



5: RECOMMENDATIONS & CONCLUSIONS

5.1 Summary

Where Canopy is Lacking

Tree canopy is significantly lacking in Districts 2, 5, and 6, where canopy coverage falls between 12.73% and 13.49%, notably below the citywide average of 13.88%. This pattern is reflected in census tracts such as Tract 637.01 and 626.01, which show the lowest canopy percentages citywide, ranging from 9.8% to 11.7%. High-density residential zones and commercial corridors — such as those surrounding Harbor Boulevard, Bristol Street, and the South Coast Plaza area — are particularly short on possible planting area. These areas contain extensive impervious surfaces, minimal public green space, and limited planting within private parcels, all contributing to their reduced canopy footprint limitation. Prioritize prevention maintenance in these areas to ensure minimal loss in canopy cover.

Where the Most Opportunity Lies

The most suitable areas for new tree planting are found in Districts 3 and 6, which contain the highest possible planting area percentages, at 6.93% and 7.46% respectively. Land use categories with the most available planting space include Right-of-Way (11.91% suitable area), Medical (26.2%), and Low-Density Residential (9.13%). Individual locations like TeWinkle Park (270,000 Sqft plant-able area) and Wakeham Park (177,000 Sqft plant-able area) have the largest amount of plant-able area within their boundaries. These spaces feature existing soil or vegetated ground and manageable impervious barriers, making them ideal for canopy expansion that supports cooling, aesthetics, and stormwater control.

Areas Most in Need of Protection vs. Expansion

Neighborhoods such as Eastside Costa Mesa and parts of District 1 contain large residential lots with existing mature tree canopy — up to 16.34% in some districts — and should be prioritized for canopy protection through proactive maintenance and enforcement of preservation policies. In contrast, commercial zones (with only 6.8% canopy) and school properties (averaging under 8% UTC) require focused expansion efforts. Specific targets include public schools like Estancia High and Fairview Developmental Center, both of which have large pervious surfaces and poor canopy coverage. These land uses offer meaningful expansion potential with long-term environmental returns.

General Citywide Trends or Disparities

Canopy coverage in Costa Mesa is unevenly distributed, favoring low-density residential areas (23.83% canopy) while under-serving high-density residential (15.77%) and commercial (6.73%) zones. Large parcels such as Talbert Regional Park, Fairview Park, and the Costa Mesa Golf Course contain extensive canopy and open space but offer limited benefit to street-level urban canopy goals, as they do not align with equity-driven or pedestrian-oriented planting strategies. In contrast, census tracts in central and west Costa Mesa — including Tracts 638.02 and 639.02 — show a combination of low existing canopy and high planting suitability, identifying them as key focus areas for bridging environmental disparities.



APPENDIX A

Table A.1

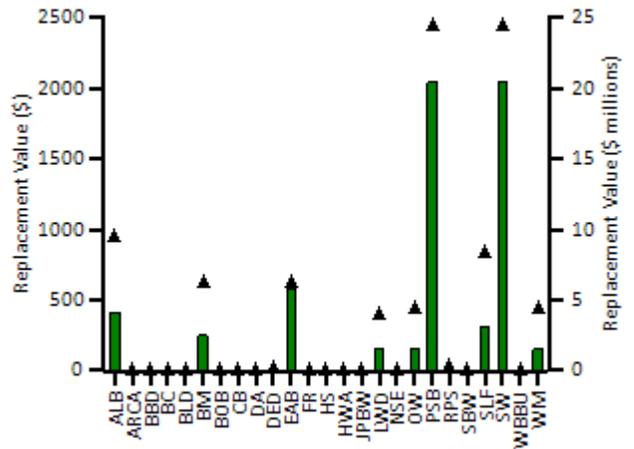
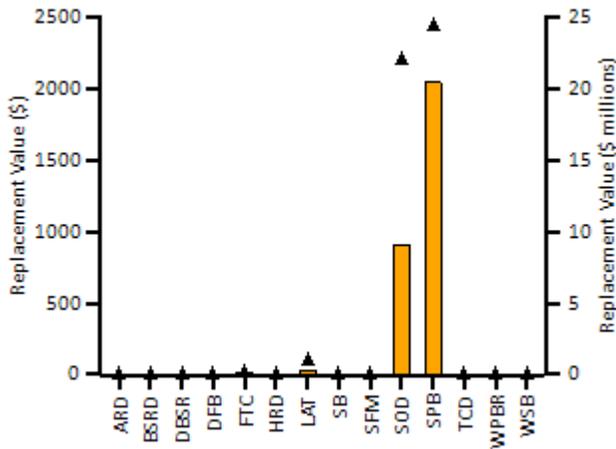
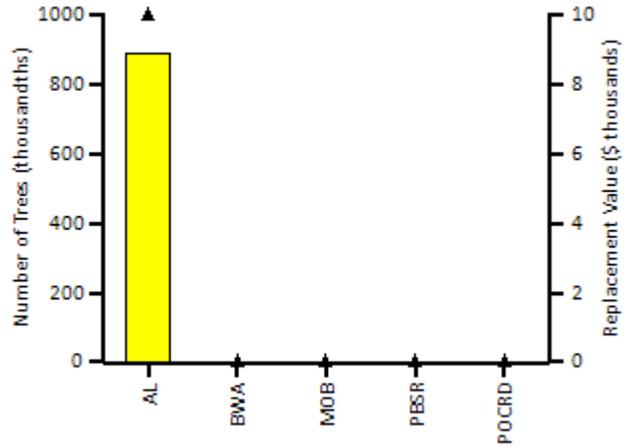
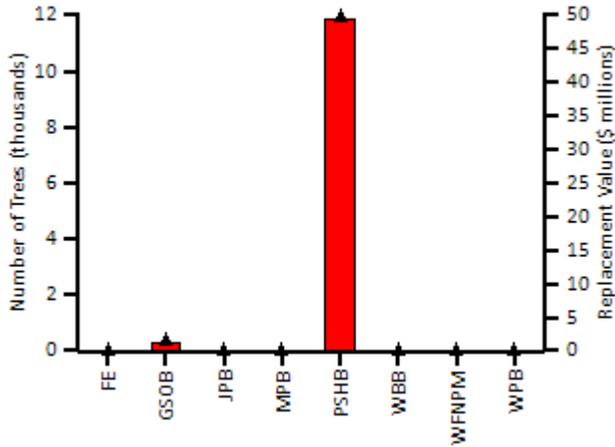
Census	Canopy	Suitable Planting Area	Unsuitable Planting Area	Total Area
639.07	6,558,877.70	2,944,861.21	47,133,271.84	56,637,010.75
638.03	3,582,526.14	1,057,422.73	24,267,416.53	28,907,365.40
638.07	4,841,509.68	2,125,886.71	21,235,993.59	28,203,389.98
639.04	3,214,109.84	1,896,370.27	21,348,668.02	26,459,148.13
639.02	3,216,234.52	1,374,398.43	21,385,044.52	25,975,677.47
626.10	2,202,204.02	1,114,325.69	21,317,953.44	24,634,483.14
638.06	5,186,084.87	1,401,095.76	17,006,288.75	23,593,469.39
639.08	3,192,094.19	1,656,214.22	15,185,185.33	20,033,493.74
636.01	4,682,432.14	920,066.26	12,244,200.31	17,846,698.72
639.03	2,059,494.52	1,070,864.18	11,562,239.57	14,692,598.28
639.05	2,789,845.78	901,784.08	10,840,905.03	14,532,534.90
633.02	1,815,464.02	1,207,381.43	11,060,096.83	14,082,942.28
631.02	2,434,339.18	624,256.77	10,812,813.82	13,871,409.76
638.02	2,663,168.33	845,398.68	9,814,274.21	13,322,841.22
636.04	892,906.14	188,918.70	11,407,312.83	12,489,137.67
637.02	980,936.03	404,354.15	10,686,574.26	12,071,864.45
639.06	1,161,444.30	330,131.23	9,834,636.35	11,326,211.88
636.05	895,803.38	156,770.51	10,267,787.69	11,320,361.59
632.01	1,364,701.41	844,214.37	8,597,788.40	10,806,704.18
637.01	1,418,207.11	349,564.65	8,968,258.79	10,736,030.55
632.02	1,458,695.31	1,015,942.40	8,125,089.04	10,599,726.75
638.05	1,400,789.14	745,663.05	8,404,155.86	10,550,608.05
633.01	927,970.64	442,359.04	8,573,519.32	9,943,849.00
638.08	1,377,498.60	368,761.71	6,267,097.67	8,013,357.98
631.03	672,123.55	465,701.63	4,621,776.06	5,759,601.24
631.01	222,715.36	117,226.43	2,314,231.92	2,654,173.71
525.01	42,919.56	282,092.43	864,056.37	1,189,068.36
636.03	47,435.76	35,208.57	865,346.60	947,990.93
741.06	10,400.72	3,377.65	243,418.50	257,196.87
634.00	275.50	6,319.95	163,683.91	170,279.36
740.04	19.37	35.39	68,545.13	68,599.89
992.40	1,001.54	-	57,962.19	58,963.74
740.06	14.28	3.88	48,022.98	48,041.14
741.07	719.93	91.05	24,509.96	25,320.94
630.10	-	154.99	18,404.52	18,559.51
740.03	5.58	259.92	5,723.51	5,989.01
630.09	-	15.51	1,086.05	1,101.56

Table A.2

Row Labels	Canopy	Vegetation	Soil	Building	Road	Water	Other	Shadow	Grand Total
Grand Total	51,125,340.57	53,820,537.93	7,460,119.37	140,934,220.59	75,253,326.34	2,772,136.29	1,464,997.52	11,751,233.02	344,581,911.63
Low Density Res	23,668,186.12	8,853,592.76	305,261.91	57,299,833.34	6,918,203.78	315,855.39	12,711.90	1,987,282.96	99,360,928.16
Commercial	5,708,246.06	1,710,605.75	236,734.23	37,266,296.23	33,036,149.75	83,587.05	1,175,995.04	4,674,906.80	83,892,520.91
High Density Res	7,664,144.85	2,269,444.06	116,365.43	28,158,685.66	8,486,576.94	121,306.10	46,920.98	1,713,548.81	48,576,992.83
Open Space	4,766,557.83	16,521,426.26	2,939,518.00	809,980.18	6,501,300.79	356,424.38	1,436.08	627,757.29	32,524,400.81
Golf	2,953,260.65	11,447,926.80	314,078.18	125,839.91	664,622.85	365,415.38	3,906.69	665,414.25	16,540,464.73
School (non private)	847,438.67	5,318,823.61	381,456.06	2,138,654.94	3,617,652.88	27,839.32	7,889.23	242,356.45	12,582,111.16
Medium Density Res	2,015,468.10	954,138.10	21,187.33	6,426,462.73	1,748,679.09	21,397.93	3,133.82	310,555.60	11,501,022.71
College/ University	784,920.99	1,428,468.05	181,949.36	2,360,618.10	4,019,946.56	24,084.35	62,169.60	276,675.29	9,138,832.31
City Facilities	673,804.41	2,369,808.69	420,798.14	806,054.30	2,685,130.91	1,158,434.47	6,218.73	323,256.39	8,443,506.04
Medical	862,948.89	1,077,231.00	484,706.90	956,069.52	1,377,716.83	950.11	4,362.32	218,811.32	4,982,796.89
Right-of-Way	251,031.33	332,057.69	283,362.82	187,472.82	2,155,425.26	256,267.94	1,418.74	158,152.55	3,625,189.14
Agriculture	13,598.66	848,056.28	1,726,226.16	13,803.51	268,484.73	16,248.49		15,544.15	2,901,961.98
Church	258,096.56	344,546.91	11,645.76	958,696.80	1,102,103.35	570.46	711.49	95,669.58	2,772,040.90
Hotel / Motel	243,244.20	73,053.30	821.01	1,255,149.97	790,196.69	17,349.80	2,229.42	251,646.62	2,633,691.01
Private School	182,192.10	182,088.38	5,443.78	437,112.19	619,042.32	818.70	1,307.73	75,117.23	1,503,122.44
Mobile Homes	19,622.62	7,568.36	215.30	764,550.04	520,303.02	1,718.68	121,966.98	32,202.64	1,468,147.64
Senior Housing	118,150.26	36,144.71	17,110.70	507,072.30	219,934.99	2,153.97	1,152.19	52,917.15	954,636.26
Vacant	70,714.08	30,672.42	12,056.61	344,804.88	391,838.12	365.09	10,835.30	25,103.98	886,390.48
Mixed Use	22,400.50	12,166.08	1,181.69	108,180.60	110,829.79	1,338.75	631.27	4,229.64	260,958.31
Railroad	1,313.67	2,718.73		8,882.57	19,187.69	9.96		84.31	32,1 364

Table A.3

In the following graph, the pests are color coded according to the county's proximity to the pest occurrence in the United States. Red indicates that the pest is within the county; orange indicates that the pest is within 250 miles of the county; yellow indicates that the pest is within 750 miles of the county; and green indicates that the pest is outside of these ranges.



Note: points - Number of trees, bars - Replacement value

Table A.4

Spp.	Risk Weight	Species Name	AL	ALB	ARCA	ARD	BBD	BC	BLD	BM	BOB	BSRD	BWA	CB	DA	DBSR	DED	DFB	EAB	FE	FR	FTC	GSOB	HRD	HS	HWA	JPB	JPBW	LAT	LWD	MOB	MPB	NSE	OW	PBSR
	4	<i>Platanus racemosa</i>																																	
	4	<i>Washingtonia robusta</i>																																	
	4	<i>Magnolia grandiflora</i>																																	
	4	<i>Cupaniopsis anacardioides</i>																																	
	4	<i>Afrocarpus falcatus</i>																																	
	4	<i>Platanus mexicana</i>																																	
	4	<i>Jacaranda mimosifolia</i>																																	
	4	<i>Archontophoenix cunninghamiana</i>																																	
	4	<i>Pistacia chinensis</i>																																	
	4	<i>Koelreuteria bipinnata</i>																																	
	4	<i>Bauhinia variegata</i>																																	
	4	<i>Schinus molle</i>																																	
	4	<i>Tipuana tipu</i>																																	
	4	<i>Eucalyptus polyanthemos</i>																																	
	4	<i>Arbutus unedo</i>																																	
	4	<i>Olea europaea</i>																																	
	4	<i>Eucalyptus camaldulensis</i>																																	
	4	<i>Cassia leptophylla</i>																																	
	4	<i>Ficus benjamina</i>																																	
	4	<i>Koelreuteria paniculata</i>																																	
	4	<i>Corymbia ficifolia</i>																																	
	4	<i>Callistemon viminalis</i>																																	
	4	<i>Cocculus laurifolius</i>																																	
	4	<i>Brachychiton populneus</i>																																	
	4	<i>Pittosporum undulatum</i>																																	
	4	<i>Washingtonia filifera</i>																																	
	4	<i>Ceiba speciosa</i>																																	
	4	<i>Brachychiton acerifolius</i>																																	
	4	<i>Ceratonia siliqua</i>																																	
	4	<i>Eriobotrya japonica</i>																																	
	4	<i>Ficus macrophylla</i>																																	
	4	<i>Acacia stenophylla</i>																																	
	4	<i>Cedrus atlantica</i>																																	
	4	<i>Howea forsteriana</i>																																	
	4	<i>Citrus limon</i>																																	
	4	<i>Gleditsia triacanthos</i>																																	
	4	<i>Hymenosporum flavum</i>																																	

Table A.4

Spp. Risk	Risk Weight	Species Name	AL	ALB	ARCA	ARD	BBD	BC	BLD	BM	BOB	BSRD	BWA	CB	DA	DBSR	DED	DFB	EAB	FE	FR	FTC	GSOB	HRD	HS	HWA	JPB	JPBW	LAT	LWD	MOB	MPB	NSE	OW	PBSR	
4	4	<i>Harpephyllum caffrum</i>																																		
4	4	<i>Erythrina caffra</i>																																		
4	4	<i>Eucalyptus torquata</i>																																		
4	4	<i>Acacia melanoxylon</i>																																		
4	4	<i>Cercidium</i>																																		
4	4	<i>Magnolia x soulangeana</i>																																		
4	4	<i>Salix babylonica</i>																																		
4	4	<i>Triadica sebifera</i>																																		
4	4	<i>Inga edulis</i>																																		
4	4	<i>Macadamia integrifolia</i>																																		
4	4	<i>Prosopis chilensis</i>																																		
4	4	<i>Acacia baileyana</i>																																		
4	4	<i>Bombax ceiba</i>																																		
4	4	<i>Calodendrum capense</i>																																		
4	4	<i>Casuarina cunninghamiana</i>																																		
4	4	<i>Eucalyptus cinerea</i>																																		
4	4	<i>Liquidambar formosana</i>																																		
4	4	<i>Parkinsonia aculeata</i>																																		
4	4	<i>Prunus caroliniana</i>																																		
4	4	<i>Psidium guajava</i>																																		
4	4	<i>Schinus polygama</i>																																		
3	3	<i>Lophostemon confertus</i>																																		
3	3	<i>Pyrus</i>		■						■																										
3	3	<i>Sequoia sempervirens</i>																																		
3	3	<i>Laurus nobilis</i>																																		
3	3	<i>Ulmus pumila</i>		■														■																		
3	3	<i>Citrus</i>																					■													
3	3	<i>Acer saccharinum</i>		■																																
3	3	<i>Calocedrus decurrens</i>				■																														
3	3	<i>Malus</i>		■						■																										
3	3	<i>Photinia x fraseri</i>																																		
3	3	<i>Heteromeles arbutifolia</i>																																		
3	3	<i>Juglans hindsii</i>																																		
3	3	<i>Alnus</i>																											■							
3	3	<i>Juglans californica</i>																																		
1	1	<i>Celtis occidentalis</i>		■																																
1	1	<i>Fraxinus angustifolia</i>																		■																
1	1	<i>Punica granatum</i>																																		
1	1	<i>Prunus armeniaca</i>																																		
1	1	<i>Robinia pseudoacacia</i>																																		

Table A.4

Spp. Risk	Risk Weight	Species Name	POCFD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB	
5		Melia azedarach																				
4		Liquidambar styraciflua																				
4		Pyrus calleryana																				
4		Platanus racemosa																				
4		Washingtonia robusta																				
4		Magnolia grandiflora																				
4		Cupaniopsis anacardioides																				
4		Afrocarpus falcatus																				
4		Platanus mexicana																				
4		Jacaranda mimosifolia																				
4		Archontophoenix cunninghamiana																				
4		Pistacia chinensis																				
4		Koelreuteria bipinnata																				
4		Bauhinia variegata																				
4		Schinus molle																				
4		Tipuana tipu																				
4		Eucalyptus polyanthemos																				
4		Arbutus unedo																				
4		Olea europaea																				
4		Eucalyptus camaldulensis																				
4		Cassia leptophylla																				
4		Ficus benjamina																				
4		Koelreuteria paniculata																				
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4		Brachychiton populneus																				
4		Pittosporum undulatum																				
4		Washingtonia filifera																				
4		Ceiba speciosa																				
4		Brachychiton acerifolius																				
4		Ceratonia siliqua																				
4		Eriobotrya japonica																				
4		Ficus macrophylla																				
4		Acacia stenophylla																				
4		Cedrus atlantica																				
4		Howea forsteriana																				

Table A.4

Spp. Risk	Risk Weight	Species Name	POCRD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB	
4	4	Citrus limon																				
4	4	Gleditsia triacanthos																				
4	4	Hymenosporum flavum																				
4	4	Harpephyllum caffrum																				
4	4	Erythrina caffra																				
4	4	Eucalyptus torquata																				
4	4	Acacia melanoxylon																				
4	4	Cercidium																				
4	4	Magnolia x soulangeana																				
4	4	Salix babylonica																				
4	4	Triadica sebifera																				
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4	4	Prosopis chilensis																				
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4	4	Bombax ceiba																				
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4	4	Eucalyptus cinerea																				
4	4	Liquidambar formosana																				
4	4	Parkinsonia aculeata																				
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4	4	Psidium guajava																				
4	4	Schinus polygama																				
3	3	Lophostemon confertus																				
3	3	Pyrus																				
3	3	Sequoia sempervirens																				
3	3	Laurus nobilis																				
3	3	Ulmus pumila																				
3	3	Citrus																				
3	3	Acer saccharinum																				
3	3	Calocedrus decurrens																				
3	3	Malus																				
3	3	Photinia x fraseri																				
3	3	Heteromeles arbutifolia																				
3	3	Juglans hindsii																				
3	3	Alnus																				
3	3	Juglans californica																				
1	1	Celtis occidentalis																				

Table A.4

Spp. Risk	Risk Weight	Species Name	POCRD	PSB	PSHB	RPS	SB	SBW	SFM	SLF	SOD	SPB	SW	TCD	WBB	WBBU	WFNPM	WM	WPB	WPBR	WSB	
	1	Fraxinus angustifolia																				
	1	Punica granatum																				
	1	Prunus armeniaca																				
	1	Robinia pseudoacacia																				
	1	Platycladus orientalis																				
	1	Ligustrum lucidum																				
	1	Prunus domestica																				
	1	Malus fusca																				
	1	Quercus tomentella																				

Note:

Species that are not listed in the matrix are not known to be hosts to any of the pests analyzed.

Species Risk:

- Red indicates that tree species is at risk to at least one pest within county
- Orange indicates that tree species has no risk to pests in county, but has a risk to at least one pest within 250 miles from the county
- Yellow indicates that tree species has no risk to pests within 250 miles of county, but has a risk to at least one pest that is 250 and 750 miles from the county
- Green indicates that tree species has no risk to pests within 750 miles of county, but has a risk to at least one pest that is greater than 750 miles from the county

Risk Weight:

Numerical scoring system based on sum of points assigned to pest risks for species. Each pest that could attack tree species is scored as 4 points if red, 3 points if orange, 2 points if yellow and 1 point if green.

Pest Color Codes:

- Red indicates pest is within Orange county
- Red indicates pest is within 250 miles county
- Yellow indicates pest is within 750 miles of Orange county
- Green indicates pest is outside of these ranges



CITY OF COSTA MESA

77 Fair Drive
Costa Mesa, CA 92626

Agenda Report

File #: 26-151

Meeting Date: 2/17/2026

TITLE:

TRAINING REQUIREMENTS FOR ELECTED AND APPOINTED OFFICIALS

DEPARTMENT: CITY ATTORNEY

PRESENTED BY: KIMBERLY HALL BARLOW, CITY ATTORNEY

CONTACT INFORMATION: KIMBERLY HALL BARLOW, CITY ATTORNEY (714) 446-1400

RECOMMENDATION:

Receive and File a report on updated Training Requirements for Elected and Appointed Officials.

BACKGROUND:

Commencing in 2005, State law has required that local elected and appointed officials who are members of legislative bodies receive ethics training covering laws relating to personal financial gain, perquisites of office, government transparency laws, and laws relating to fair processes. Effective January 1, 2026, this requirement has been extended to Department Heads and other designated officials, by passage of SB 827. The time period for initial training after assuming office has been shortened, and new website posting requirements were implemented as well.

In addition to the changes to the ethics training requirements, SB 827 requires new training for local officials on fiscal and financial administration, with existing local officials to be trained by January 1, 2028, and those assuming office on or after January 1, 2026 to be trained within six months of assuming office.

In addition to these training requirements, since 2005, employers with more than fifty employees have been required to provide sexual harassment prevention training to all supervisors and employees pursuant to AB 1825. In 2019, SB 1343 revised this requirement to apply to all employers with five or more employees. The training requirement is at least one hour for employees, and two hours for supervisory employees.

ANALYSIS:

Senate Bill 827, effective January 1, 2026, revises the requirements of AB 1234 to expand existing ethics training requirements to department heads and other officials designated by the City Council to receive that training.

The ethics training requirement covers:

- (1) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.
- (2) Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.
- (3) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.
- (4) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

Government Code section 53234.

Anyone serving as a local agency official before January 1, 2026 must have initial ethics training within one year of assuming office, and every two years thereafter. Those who commence service with the City on or after January 1, 2026, shall receive the required training no later than six months from the first day of service, and every two years thereafter.

The City must maintain records of compliance with this training requirement for at least five years. In addition, commencing July 1, 2026, the City must post on its website clear instructions and contact information for the purpose of requesting such records.

Senate Bill 827 also adds an entirely new requirement for training of local officials on fiscal and financial administration, including laws and principles relating to financial administration and management, financial policies, municipal budgets and budget processes, and financial reporting and auditing; laws and principles relating to capital financing and debt management, agency revenues, pensions and other postemployment benefits, cash management and investments, the prudent investor standard, and the ethics of safeguarding public resources; and general fiscal and financial planning principles and laws relevant to official's role in overseeing the local agency's operations and procurement and contracting practices and responsibilities. The requirement applies to all elected officials, executive officers (including department heads) and all appointees who "as part of their official duties, makes decisions or recommendations regarding financial administration, budgeting, or the use of public resources." Government Code section 53238.

Existing local officials must take this fiscal and financial training by January 1, 2028 unless they will no longer be in office as of that date. Individuals assuming office on or after January 1, 2026 must complete the training within six months of assuming office. After initial training, each affected official must take the training at least once every two years. The law exempts certain financial professionals in good standing from its requirements.

As with the proof of compliance with ethics training, the City must maintain records of compliance with the finance training requirements for at least five years and provide information on its website as to how to obtain copies of these records.

The City Attorney's Office and the Finance Department will collaborate on developing training specific to the financial rules, processes and procedures applicable to the City of Costa Mesa. The complete text of SB 827 is included in Attachment 1.

Finally, all elected and appointed officials who oversee or provide direction to staff are required to receive two hours of sexual harassment prevention training which is required to cover: information and practical guidance regarding the federal and state statutory provisions prohibiting and the prevention and correction of sexual harassment, the remedies available to victims of sexual harassment in employment, practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, prevention of abusive conduct in the workplace, and prevention of harassment based on gender identity, gender expression, and sexual orientation. This training must be repeated at least every two years. Non-supervisory employees are also required to receive at least one hour of sexual harassment training every two years. The complete text of SB 1343 is included in Attachment 2.

The City Attorney's Office works with the City Clerk and the Human Resources Division on ensuring compliance of mandatory trainings. In addition, the League of California Cities offers ethics training at its annual conference. Sexual harassment prevention training is also available on the Department of Fair Employment and Housing website at <https://calcivilrights.ca.gov/shpt/>.

The City Attorney will collaborate with the City Clerk to implement the new retention and posting requirements and to bring forward for future City Council consideration a list of designated officials and employees required to obtain the new fiscal and financial administration training.

ALTERNATIVES:

The City Council is requested to receive and file this report. The City Council could give alternative direction to the City Attorney or staff.

FISCAL REVIEW:

The costs associated with the training is available in the Adopted FY 2025-26 General Fund (Fund 101) operating budget.

LEGAL REVIEW:

The City Attorney's Office prepared this report.

CITY COUNCIL GOALS AND PRIORITIES:

This item is administrative in nature, but supports the City's core values of safety, inclusivity, fiscal sustainability, and transparency in government.

CONCLUSION:

The City Council is requested to receive a presentation on the updated training requirements for elected and appointed officials and to receive and file this report.

Senate Bill No. 827**CHAPTER 661**

An act to amend Sections 53234, 53235.1, and 53235.2 of, and to add Article 2.4.6 (commencing with Section 53238) to Chapter 2 of Part 1 of Division 2 of Title 5 of, the Government Code, relating to local government.

[Approved by Governor October 11, 2025. Filed with Secretary of State October 11, 2025.]

LEGISLATIVE COUNSEL'S DIGEST

SB 827, Gonzalez. Local agency officials: training.

Existing law imposes ethics training on specified local agency officials. Existing law requires each training to be 2 hours and requires the officials to receive each training every 2 years, and as described otherwise, with the first training within one year of commencing service. Existing law requires the local agency to maintain records of the trainings, as prescribed.

This bill would expand which local agency officials are required to complete the above-described ethics training to include department heads, or other similar administrative officers, as specified, and would instead require officials who commence service on or after January 1, 2026, to receive their initial training within 6 months of commencing service. The bill would require the local agency to post clear instructions and contact information for requesting the training records on its internet website, as specified.

This bill would additionally require all local agency officials, as defined, to receive at least 2 hours of fiscal and financial training, as described. The bill would require the training to be received at least once every 2 years, as provided. The bill would exempt from these requirements specified local agency officials if they are in compliance with existing education requirements specific to their positions.

This bill would authorize a local agency or an association of local agencies to contract with or otherwise collaborate with a provider of a training course to offer one or more training courses, or sets of self-study materials with tests, to its local agency officials to meet the training requirement, as described. The bill would require the training courses and materials to be developed in consultation with experts in local government finance, as specified. The bill would require providers of training courses to provide participants with proof of participation for purposes of complying with specified recordkeeping requirements. The bill would require a local agency to provide information on training available at least once annually. By imposing additional duties on local officials, the bill would create a state-mandated local program.

The bill would include findings that changes proposed by this bill address a matter of statewide concern rather than a municipal affair and, therefore, apply to all cities, including charter cities.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: yes

Bill Text

THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS FOLLOWS:

SECTION 1. Section 53234 of the Government Code is amended to read:

53234. For purposes of this article, the following definitions apply:

(a) “Legislative body” has the same meaning as specified in Section 54952.

(b) “Local agency” means a city, county, city and county, charter city, charter county, charter city and county, school district, county office of education, charter school, or special district.

(c) “Local agency official” means any of the following:

(1) A member of a local agency legislative body or an elected officer of a local agency who receives any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

(2) A department head or other similar administrative officer of a local agency.

(A) For a local educational agency, a “department head or other similar administrative officer” means the superintendent of a school district, the county superintendent of schools, or the chief administrator of a charter school.

(B) For purposes of subparagraph (A), a “local educational agency” means a school district, county office of education, or charter school.

(3) An employee designated by a local agency governing body to receive the training specified under this article.

(4) A member of the governing board of a school district, a county board of education, or the governing body of a charter school, whether or not that member receives any type of compensation, salary, or stipend or reimbursement for actual and necessary expenses incurred in the performance of official duties.

(d) “Ethics laws” include, but are not limited to, the following:

(1) Laws relating to personal financial gain by public servants, including, but not limited to, laws prohibiting bribery and conflict-of-interest laws.

(2) Laws relating to claiming perquisites of office, including, but not limited to, gift and travel restrictions, prohibitions against the use of public resources for personal or political purposes, prohibitions against gifts of public funds, mass mailing restrictions, and prohibitions against acceptance of free or discounted transportation by transportation companies.

(3) Government transparency laws, including, but not limited to, financial interest disclosure requirements and open government laws.

(4) Laws relating to fair processes, including, but not limited to, common law bias prohibitions, due process requirements, incompatible offices, competitive bidding requirements for public contracts, and disqualification from participating in decisions affecting family members.

SEC. 2. Section 53235.1 of the Government Code is amended to read:

53235.1. (a) Each local agency official in local agency service as of January 1, 2006, except for officials whose term of office ends before January 9, 2007, shall receive the training required by subdivision (a) of Section 53235 before January 1, 2007. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years.

(b) (1) Except as provided in paragraph (2), each local agency official who commences service with a local agency on or after January 1, 2006, shall receive the training required by subdivision (a) of Section 53235 no later than one year from the first day of service with the local agency and each local agency official who commences service with a local agency on or after January 1, 2026, shall receive the training required by subdivision (a) of Section 53235 no later than six months from the first day of service with the local agency. Thereafter, each local agency official shall receive the training required by subdivision (a) of Section 53235 at least once every two years.

(2) Each local agency official who, as of January 1, 2025, is a member of the governing board of a school district, a county board of education, or the governing body of a charter school, except for officials whose term of office ends before January 1, 2026, shall receive the training required by paragraph (2) of subdivision (a) of Section 53235 before January 1, 2026. Thereafter, each local agency official who is a member of the governing board of a school district, a county board of education, or the governing body of a charter school shall receive the training required by paragraph (2) of subdivision (a) of Section 53235 at least once every two years.

(c) A local agency official who serves more than one local agency shall satisfy the requirements of this article once every two years without regard to the number of local agencies with which the official serves.

SEC. 3. Section 53235.2 of the Government Code is amended to read:

53235.2. (a) A local agency that provides the ethical training prescribed by this article shall maintain records indicating both of the following:

(1) The dates that local officials satisfied the requirements of this article.

(2) The entity that provided the training.

(b) Notwithstanding any other provision of law, a local agency shall maintain these records for at least five years after local officials receive the training. These records are public records subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(c) Commencing July 1, 2026, a local agency that maintains an internet website shall post on that website clear instructions and contact information for the purpose of requesting records required by this section.

SEC. 4. Article 2.4.6 (commencing with Section 53238) is added to Chapter 2 of Part 1 of Division 2 of Title 5 of the Government Code, to read:

Article 2.4.6. Fiscal and Financial Training

53238. For purposes of this article:

(a) “Fiscal and financial training” includes, but is not limited to, training in all of the following:

(1) Laws and principles relating to financial administration and short- and long-term fiscal management, including, but not limited to, the role and responsibilities of financial administration, financial policies, municipal budgets and budget processes, and financial reporting and auditing.

(2) Laws and principles relating to, but not limited to, capital financing and debt management, mechanisms for local agency revenues, pensions and other postemployment benefits, cash management and investments, the prudent investor standard, and the ethics of safeguarding public resources.

(3) General fiscal and financial planning principles and any pertinent laws relevant to the local agency official’s public service and role in overseeing the local agency’s operations and relevant to the local agency’s procurement and contracting practices and responsibilities.

(b) “Legislative body” has the same meaning as in Section 54952.

(c) “Local agency” means a city, county, city and county, charter city, charter county, charter city and county, or special district.

(d) “Local agency official” means any of the following:

(1) Any member of a local agency legislative body or any elected officer of a local agency.

(2) Any official who is appointed by the governing body who, as part of their official duties, makes decisions or recommendations regarding financial administration, budgeting, or the use of public resources.

(3) A local agency executive, as defined in subdivision (d) of Section 3511.1, or other similar administrative officer of a local agency.

(4) An employee designated by a local agency governing body to receive the training specified under this article.

53238.1. (a) All local agency officials shall receive at least two hours of fiscal and financial training pursuant to this article.

(b) A local agency or an association of local agencies may contract with or otherwise collaborate with a provider of a training course to offer one or more training courses, or sets of self-study materials with tests, to its local agency officials to meet the requirements of this article.

(c) Training courses, or the sets of self-study materials with tests, may be taken in person or online. These courses and materials shall be developed in consultation with widely recognized experts in local government finance, including local government associations.

(d) All providers of training courses under this article shall provide participants with proof of participation to meet the requirements of Section 53238.3.

(e) A local agency shall provide information on training available to meet the requirements of this article to its local agency officials at least once annually.

53238.2. (a) Every local agency official who is in a local agency’s service as of January 1, 2026, and commenced that service prior to January 1, 2026, shall receive the fiscal and financial training required by this article before January 1, 2028, unless that official’s term of office ends before January 9, 2028. Thereafter, the local agency official shall receive the training at least once every two years.

(b) Every local agency official who commences service with a local agency on or after January 1, 2026, shall receive the fiscal and financial training required by this article no later than six months from the first day of

service with the local agency. Thereafter, the local agency official shall receive the training at least once every two years.

(c) A local agency official who serves more than one local agency is only required to comply with the training requirements of this article once every two years, regardless of the number of local agencies the local agency official serves. However, the local agency official shall provide a copy of proof of participation to all local agencies that they serve.

53238.3. (a) A local agency that provides the fiscal and financial training required by this article shall maintain records indicating both of the following:

- (1) The dates that local agency officials satisfied the requirements of this article.
- (2) The entity that provided the training.

(b) Notwithstanding any other provision of law, a local agency shall maintain these records for at least five years after local agency officials receive the training. These records are public records subject to disclosure under the California Public Records Act (Division 10 (commencing with Section 7920.000) of Title 1).

(c) Commencing July 1, 2026, a local agency that maintains an internet website shall post on that website clear instructions and contact information for the purpose of requesting records required by this section.

53238.4. A local agency official who is in compliance with Section 26945, 26945.1, 27000.7, 27000.8, or 27000.9 is exempt from the provisions of this article.

SEC. 5. The Legislature finds and declares that the fiscal management of local governments is a matter of statewide concern and is not a municipal affair as that term is used in Section 5 of Article XI of the California Constitution. Therefore, Sections 1 to 4, inclusive, of this act amending Sections 53234, 53235.1, and 53235.2 of, and adding Article 2.4.6 (commencing with Section 53238) to Chapter 2 of Part 1 of Division 2 of Title 5 of, the Government Code apply to all cities, including charter cities.

SEC. 6. If the Commission on State Mandates determines that this act contains costs mandated by the state, reimbursement to local agencies and school districts for those costs shall be made pursuant to Part 7 (commencing with Section 17500) of Division 4 of Title 2 of the Government Code.

Senate Bill No. 1343**CHAPTER 956**

An act to amend Sections 12950 and 12950.1 of the Government Code, relating to employment.

[Approved by Governor September 30, 2018. Filed with Secretary of State
September 30, 2018.]

LEGISLATIVE COUNSEL'S DIGEST

SB 1343, Mitchell. Employers: sexual harassment training: requirements.

The California Fair Employment and Housing Act makes specified employment practices unlawful, including the harassment of an employee directly by the employer or indirectly by agents of the employer with the employer's knowledge. The act requires employers with 50 or more employees to provide at least 2 hours of prescribed training and education regarding sexual harassment, abusive conduct, and harassment based upon gender, as specified, to all supervisory employees within 6 months of their assumption of a supervisory position and once every 2 years, as specified.

This bill would instead require an employer who employs 5 or more employees, including temporary or seasonal employees, to provide at least 2 hours of sexual harassment training to all supervisory employees and at least one hour of sexual harassment training to all nonsupervisory employees by January 1, 2020, and once every 2 years thereafter, as specified. The bill would require the Department of Fair Employment and Housing to develop or obtain 1-hour and 2-hour online training courses on the prevention of sexual harassment in the workplace, as specified, and to post the courses on the department's Internet Web site. The bill would also require the department to make existing informational posters and fact sheets, as well as the online training courses regarding sexual harassment prevention, available to employers and to members of the public in specified alternate languages on the department's Internet Web site.

Digest Key

Vote: majority Appropriation: no Fiscal Committee: yes Local Program: no

Bill Text**THE PEOPLE OF THE STATE OF CALIFORNIA DO ENACT AS
FOLLOWS:**

SECTION 1. Section 12950 of the Government Code is amended to read:

12950. In addition to employer responsibilities set forth in subdivisions (j) and (k) of Section 12940 and in rules adopted by the department and the council, every employer shall act to ensure a workplace free of sexual harassment by implementing the following minimum requirements:

(a) (1) The department's poster on discrimination in employment shall include information relating to the illegality of sexual harassment. One copy of the poster shall be provided by the department to an employer or a member of the public upon request. The poster shall be available at each office of the department, and shall be mailed if the request includes a self-addressed envelope with postage affixed. Each employer shall post the poster in a prominent and accessible location in the workplace.

(2) Post a poster developed by the department regarding transgender rights in a prominent and accessible location in the workplace.

(3) Provide sexual harassment training as required by Section 12950.1.

(b) Each employer shall obtain from the department its information sheet on sexual harassment, which the department shall make available to employers for reproduction and distribution to employees. One copy of the information sheet shall be provided by the department to an employer or a member of the public upon request. The information sheets shall be available at each office of the department, and shall be mailed if the request includes a self-addressed envelope with postage affixed. Each employer shall distribute this information sheet to its employees, unless the employer provides equivalent information to its employees that contains, at a minimum, components on the following:

(1) The illegality of sexual harassment.

(2) The definition of sexual harassment under applicable state and federal law.

(3) A description of sexual harassment, utilizing examples.

(4) The internal complaint process of the employer available to the employee.

(5) The legal remedies and complaint process available through the department.

(6) Directions on how to contact the department.

(7) The protection against retaliation provided by Title 2 of the California Code of Regulations for opposing the practices prohibited by this article or for filing a complaint with, or otherwise participating in an investigation, proceeding, or hearing conducted by, the department or the council.

(8) A link to, or the Internet Web site address for, the sexual harassment online training courses developed pursuant to Section 12950.1 and located on the Internet Web site of the Department of Fair Employment and Housing.

(c) The information sheet or information required to be distributed to employees pursuant to subdivision (b) shall be delivered in a manner that ensures distribution to each employee, such as including the information sheet or information with an employee's pay.

(d) The Department of Fair Employment and Housing shall make the poster, fact sheet, and online training courses available in English, Spanish, Simplified Chinese, Tagalog, Vietnamese, Korean, and any other language that is spoken by a "substantial number of non-English-speaking people," as that phrase is defined in Section 7296.2. The department shall make versions of the online training courses with subtitles in each language and shall orally dub the online training courses into each language other than English. Simplified Chinese shall be sufficient for subtitling purposes.

(e) The department shall make the poster, fact sheet, and online training courses required by this section, and the corresponding translations, available to employers and to the public through its Internet Web site in formats that may be streamed or downloaded.

(f) Notwithstanding subdivisions (j) and (k) of Section 12940, a claim that the information sheet or information required to be distributed pursuant to this section did not reach a particular individual or individuals shall not in

and of itself result in the liability of any employer to any present or former employee or applicant in any action alleging sexual harassment. Conversely, an employer's compliance with this section does not insulate the employer from liability for sexual harassment of any current or former employee or applicant.

(g) If an employer violates the requirements of this section, the department may seek an order requiring the employer to comply with these requirements.

SEC. 2. Section 12950.1 of the Government Code is amended to read:

12950.1. (a) By January 1, 2020, an employer having five or more employees shall provide at least two hours of classroom or other effective interactive training and education regarding sexual harassment to all supervisory employees and at least one hour of classroom or other effective interactive training and education regarding sexual harassment to all nonsupervisory employees in California within six months of their assumption of a position. An employer may provide this training in conjunction with other training provided to the employees. The training may be completed by employees individually or as part of a group presentation, and may be completed in shorter segments, as long as the applicable hourly total requirement is met. An employer who has provided this training and education to an employee after January 1, 2019, is not required to provide training and education by the January 1, 2020, deadline. After January 1, 2020, each employer covered by this section shall provide sexual harassment training and education to each employee in California once every two years. The training and education required by this section shall include information and practical guidance regarding the federal and state statutory provisions concerning the prohibition against and the prevention and correction of sexual harassment and the remedies available to victims of sexual harassment in employment. The training and education shall also include practical examples aimed at instructing supervisors in the prevention of harassment, discrimination, and retaliation, and shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation. The department shall provide a method for employees who have completed the training to save electronically and print a certificate of completion.

(b) An employer shall also include prevention of abusive conduct as a component of the training and education specified in subdivision (a).

(c) An employer shall also provide training inclusive of harassment based on gender identity, gender expression, and sexual orientation as a component of the training and education specified in subdivision (a). The training and education shall include practical examples inclusive of harassment based on gender identity, gender expression, and sexual orientation, and shall be presented by trainers or educators with knowledge and expertise in those areas.

(d) The state shall incorporate the training required by subdivisions (a) to (c), inclusive, into the 80 hours of training provided to all new employees pursuant to subdivision (b) of Section 19995.4, using existing resources.

(e) Notwithstanding subdivisions (j) and (k) of Section 12940, a claim that the training and education required by this section did not reach a particular individual or individuals shall not in and of itself result in the liability of any employer to any present or former employee or applicant in any action alleging sexual harassment. Conversely, an employer's compliance with this section does not insulate the employer from liability for sexual harassment of any current or former employee or applicant.

(f) If an employer violates this section, the department may seek an order requiring the employer to comply with these requirements.

(g) The training and education required by this section is intended to establish a minimum threshold and should not discourage or relieve any employer from providing for longer, more frequent, or more elaborate training and education regarding workplace harassment or other forms of unlawful discrimination in order to meet its obligations to take all reasonable steps necessary to prevent and correct harassment and discrimination. This section shall not be construed to override or supersede statutes, including, but not limited to, Section 1684 of the Labor Code, that meet or exceed the training for nonsupervisory employees required under this section.

(h) (1) Beginning January 1, 2020, for seasonal and temporary employees, or any employee that is hired to work for less than six months, an employer shall provide training within 30 calendar days after the hire date or within 100 hours worked, whichever occurs first. In the case of a temporary employee employed by a temporary services employer, as defined in Section 201.3 of the Labor Code, to perform services for clients, the training shall be provided by the temporary services employer, not the client.

(2) Beginning January 1, 2020, sexual harassment prevention training for migrant and seasonal agricultural workers, as defined in the federal Migrant and Seasonal Agricultural Worker Protection Act (29 U.S.C. 1801, et seq.), shall be consistent with training for nonsupervisory employees pursuant to paragraph (8) of subdivision (a) of Section 1684 of the Labor Code.

(i) (1) For purposes of this section only, “employer” means any person regularly employing five or more persons or regularly receiving the services of five or more persons providing services pursuant to a contract, or any person acting as an agent of an employer, directly or indirectly, the state, or any political or civil subdivision of the state, and cities.

(2) For purposes of this section, “abusive conduct” means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer’s legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person’s work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

(j) For purposes of providing training to employees as required by this section, an employer may develop his or her own training module or may direct employees to view the online training course referenced in subdivision (k) and this shall be deemed to have complied with and satisfied the employers’ obligations as set forth in this section and Section 12950.

(k) The Department of Fair Employment and Housing shall develop or obtain two online training courses on the prevention of sexual harassment in the workplace in accordance with the provisions of this section. The course for nonsupervisory employees shall be one hour in length and the course for supervisory employees shall be two hours in length.

(l) The department shall make the online training courses available on its Internet Web site. The online training courses shall contain an interactive feature that requires the viewer to respond to a question periodically in order for the online training courses to continue to play. Any questions resulting from the online training course described in this subdivision shall be directed to the trainee’s employer’s Human Resources Department or equally qualified professional rather than the department.