



**WEST VALLEY WATER DISTRICT
855 W. BASE LINE ROAD, RIALTO, CA 92376
PH: (909) 875-1804
WWW.WVWD.ORG**

**REGULAR BOARD MEETING
AGENDA**

REVISED WORDING FOR BUSINESS ITEMS #3

Thursday, March 19, 2026, 6:00 PM

BOARD OF DIRECTORS

**Kelvin Moore, President
Angela Garcia, Vice President
Estevan Bennett, Director
Daniel Jenkins, Director
Gregory Young, Director**

"In order to comply with legal requirements for posting of agendas, only those items filed with the Board Secretary's office by noon, on Wednesday a week prior to the following Thursday meeting, not requiring departmental investigation, will be considered by the Board of Directors."

Members of the public may attend the meeting in person at 855 W. Base Line Road, Rialto, CA 92376, or you may join the meeting using Zoom by clicking this link: <https://us02web.zoom.us/j/8402937790>. Public comment may be submitted via Zoom, by telephone by calling the following number and access code: Dial: (888) 475-4499, Access Code: 840-293-7790, or via email to administration@wvwd.org.

If you require additional assistance, please contact administration@wvwd.org.

CALL TO ORDER

ROLL CALL OF BOARD MEMBERS

APPROVAL OF ANY BOARD MEMBERS REQUESTS FOR REMOTE PARTICIPATION

PLEDGE OF ALLEGIANCE

OPENING PRAYER

CLOSED SESSION

ADOPT AGENDA

PUBLIC PARTICIPATION

Any person wishing to speak to the Board of Directors on matters listed or not listed on the agenda, within its jurisdiction, is asked to complete a Speaker Card and submit it to the Board Secretary, if you are attending in person. For anyone joining on Zoom, please wait for the Board President’s instruction to indicate that you would like to speak. Each speaker is limited to three (3) minutes. Under the State of California Brown Act, the Board of Directors is prohibited from discussing or taking action on any item not listed on the posted agenda. Comments related to noticed Public Hearing(s) and Business Matters will be heard during the occurrence of the item.

Public communication is the time for anyone to address the Board on any agenda item or anything under the jurisdiction of the District. Also, please remember that no disruptions from the crowd will be tolerated. If someone disrupts the meeting, they will be removed.

PRESENTATIONS

- 1. Prop 1 Round 1 Check Presentation from San Bernardino Valley Municipal Water District

CONSENT CALENDAR

- 1. Minutes for the March 5, 2026, Regular Board Meeting **Pg 5**
- 2. Purchase Order Report - February 2026 **Pg 9**
- 3. Revenue and Expenditures Report - February 2026 **Pg 15**
- 4. Monthly Cash Disbursements Report - February 2026 **Pg 21**
- 5. Treasurer's Report - January 2026 **Pg 49**
- 6. Purchase for Fleet Replacement Vehicles **Pg 67**

BUSINESS MATTERS

Consideration Of:

- 1. Purchase for Hydration Van Conversion Services **Pg 175**

2. Update existing Joint Powers Authority (JPA) Agreement by Adopting Resolution No. 2026-01 of the Board of Directors of the West Valley Water District for Appointment of Members to the West End Water Development, Treatment and Conservation JPA **Pg 183**
3. Approve Purchase and Sale Agreement with Lytle Development Company for the purchase of real property described as APNs 0264-012-58 and 48 **Pg 189**

REPORTS

1. Board Committee Reports
2. Board Members
3. General Manager
4. 4. Legal Counsel
5. Public Outreach Government Affairs
6. Board Secretary

UPCOMING MEETINGS

- March 18, 2026 - Special Policy Committee at 6:00 p.m.
- March 19, 2026 - Board of Directors at 6:00 p.m.
- March 26, 2026 - Engineering, Operations and Planning at 6:00 p.m.
- April 2, 2026 - Board of Directors Meeting at 6:00 p.m.
- April 6, 2026 - Safety & Technology at 5:00 p.m.
- April 8, 2026 - HR Committee at 6:00 p.m.
- April 9, 2026 - Policy Committee at 5:00 p.m.

UPCOMING COMMUNITY EVENTS

- April 10, 2026, West Valley Water District Stem Day

UPCOMING EDUCATIONAL & TRAINING OPPORTUNITIES

- March 23-24, 2026 - CMUA 2026 Water & Power Conference
- March 27-28, 2026 - WELL 2026 Annual Conference
- April 7 - 8, 2026 - CSDA 2026 Special Districts Legislative Days

ADJOURN

Please Note:

Material related to an item on this Agenda submitted to the Board after distribution of the agenda packet are available for public inspection in the District's office located at 855 W. Baseline, Rialto, during normal business hours. Also, such documents are available on the District's website at www.wvwd.org subject to staff's ability to post the documents before the meeting.

Pursuant to Government Code Section 54954.2(a), any request for a disability-related modification or accommodation, including auxiliary aids or services, in order to attend or participate in the above-agendized public meeting should be directed to the Acting Board Secretary, Kara Johnson, at least 72 hours in advance of the meeting to ensure availability of the requested service or accommodation. Ms. Johnson may be contacted by telephone at (909) 875-1804 ext. 703, or in writing at the West Valley Water District, P.O. Box 920, Rialto, CA 92377-0920.

DECLARATION OF POSTING:

I declare under penalty of perjury, that I am employed by the West Valley Water District and posted the foregoing Agenda at the District Offices on March 13, 2026.

Kara Johnson

Kara Johnson, Acting Board Secretary

Date Posted: March 13, 2026

REGULAR BOARD MEETING
of the
WEST VALLEY WATER DISTRICT
March 5, 2026

OPENING CEREMONIES

Call to Order – 6:00 p.m.
 Roll Call of Board Members

Attendee Name	Present	Absent	Arrived
Directors			
Kelvin Moore	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Angela Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	6:03 p.m.
Estevan Bennett	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Daniel Jenkins	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Gregory Young	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
General Counsel			
Henry Castillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Staff			
John Thiel	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Linda Jadeski	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Jose Velasquez	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Haydee Sainz	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Joanne Chan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Kara Johnson	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Socorro Pantaleon	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Rocky Welborn	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
Albert Clinger	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
Elva Vizcaino	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Approval of Any Board Member Requests for Remote Participation – None.
 Pledge of Allegiance – The Pledge of Allegiance was led by Director Jenkins.
 Opening Prayer – The Invocation was offered by Pastor Marlon Jackson.

ADOPT AGENDA

President Moore announced that Business Item #2 Board Policies and Procedures Manual Updates had been pulled for further consideration.

Motion to adopt the agenda as amended.

RESULT:	ADOPTED [4-0-1]
MOVER:	Gregory Young
SECONDER:	Daniel Jenkins
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Kelvin Moore
NAYES:	None
ABSENT:	Angela Garcia

PUBLIC PARTICIPATION

President Moore inquired if anyone from the public would like to speak. No requests were received to speak, therefore President Moore closed the public comment period.

PRESENTATIONS

None.

CONSENT CALENDAR

Motion to adopt Consent Calendar items #1 thru #5.

RESULT:	ADOPTED [4-0-1]
MOVER:	Daniel Jenkins
SECONDER:	Gregory Young
AYES:	Estevan Bennett, Daniel Jenkins, Gregory Young, Angela Garcia, Kelvin Moore

- 1. Minutes for the February 5, 2026, Regular Board Meeting
- 2. Revenue and Expenditures Report – January 2026
- 3. Monthly Cash Disbursements Report – January 2026
- 4. Treasurer’s Report – December 2026
- 5. Purchase Order Report – January 2026

BUSINESS MATTERS

- 1. Fiscal Year 2025-26 Mid-Year Operating & Capital Budgets Review

Finance Manager Gutierrez presented the mid-year budget and fielded questions from the Board of Directors.

Motion to approve and adopt Fiscal Year 2025-26 Mid-Year Operating & Capital Budgets.

RESULT:	ADOPTED [5-0]
MOVER:	Daniel Jenkins
SECONDER:	Gregory Young
AYES:	Estevan Bennett, Angela Garcia, Daniel Jenkins, Kelvin Moore, Gregory Young

- 2. Board Policies and Procedures Manual Updates

Item was pulled for further consideration.

REPORTS - LIMITED TO 5 MINUTES MAXIMUM (Presentations or handouts must be provided to Board Members in advance of the Board Meeting).

1. Board Committee Reports

Director Jenkins reported on the Finance Committee, Safety & Technology Committee, and Policy Review & Oversight Committee.

Vice President Garcia reported on the External Affairs Committee meeting.

2. Board Members

Director Bennett reported on attending ACWA - DC.

Vice President Garcia reported on attending ACWA - DC.

President Moore also reported on attending ACWA – DC, Fontana State of the City, and swearing in ceremony for Senator Reyes.

Director Young reported on attending ACWA – DC and asked for prayers for his mother.

3. General Manager

General Manager Thiel provided updates on recruitment, employee of the month, and quarterly board reports.

4. Legal Counsel

None.

5. Public Outreach Government Affairs

Manager of Public Outreach and Government Affairs Pantaleon provided an update on upcoming conferences and events.

6. Board Secretary

Acting Board Secretary Johnson provided an update on upcoming meetings and events.

ADJOURN

President Moore adjourned the meeting 6:37 p.m.

ATTEST:

Kara Johnson, Acting Board Secretary

Minutes were approved on _____ by the Board of Directors of the West Valley Water District.



STAFF REPORT

DATE: March 19, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Purchase Order Report - February 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

Finance Committee - 03.09.26

BACKGROUND:

The West Valley Water District ("District") generated forty-nine (49) Purchase Orders ("PO") in the month of February 2026 to various vendors that provide supplies and services to the District. The total amount issued to PO's for the month of February 2026 was \$1,361,394.62. A table listing all Purchase Orders for February 2026 is shown in **Exhibit A**. In examining the monthly activity of purchase orders \$25,000 or greater, it reveals seven (7) PO's amounting to \$1,092,185.99 or 80% of the total contractual obligations entered into during the month.

DISCUSSION:

There were zero (0) Change Orders ('CO') approved by the General Manager during the month of February 2026.

FISCAL IMPACT:

There is no fiscal impact for producing the February 2026 Purchase Order Report.

STAFF RECOMMENDATION:

Approve the February 2026 Purchase Order Report.

Attachments

[Purchase Order Summary Report February 2026.pdf](#)

EXHIBIT A



West Valley Water District, CA

Purchase Order Summary Report

Purchase Order Detail

Issued Date Range 02/01/2026 - 02/28/2026

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0374	Anti Theft Locking Devices for Meters 00661 - INNERTITE CORP	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	8,181.15
26-0376	Paint discharge piping 8-1 Booster 02464 - HARRIS & RUTH PAINTING CONTRACTING	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	2,350.00
26-0377	Services to Groundwater Modeling 02961 - THOMAS HARDER & CO., INC	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	122,958.00
26-0378	Paint 4-2 booster discharge piping 02581 - CRAMER PAINTING INC	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	7,880.00
26-0379	Pretreatment sludge removal, disposal and clean 01190 - KVAC ENVIRONMENTAL SERVICES INC	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	23,540.72
26-0381	Paint discharge pinping 02581 - CRAMER PAINTING INC	Voided West Valley Water District	2/4/2026 2/18/2026	0.00	7,880.00
26-0382	replacement VFD's for the flocculator drives 02412 - TESS ELECTRIC INC	Outstanding West Valley Water District	2/4/2026 2/18/2026	0.00	23,225.00
26-0383	Stock Order 02/04/2026 01089 - S&J SUPPLY CO INC	Completed West Valley Water District	2/4/2026 2/4/2026	0.00	1,575.43
26-0384	HACH DR 600 Repair 00114 - HACH COMPANY	Completed West Valley Water District	2/10/2026 2/24/2026	0.00	3,419.00
26-0385	CIP Valve Replacement 00206 - MERLIN JOHNSON CONST INC.	Outstanding West Valley Water District	2/9/2026 2/23/2026	0.00	34,125.00
26-0386	8" Insertion Valve for CIP Valve Replacement 02964 - RANGLINE TAPPING SERVICES, INC	Outstanding West Valley Water District	2/9/2026 2/23/2026	0.00	10,627.00
26-0387	Computer Supplies Feb 2026 02325 - AMAZON.COM SALES INC	Outstanding West Valley Water District	2/10/2026 2/24/2026	0.00	2,039.29
26-0388	Cartridge filters for FBR wells 01034 - HARMSCO INC	Outstanding West Valley Water District	2/10/2026 2/24/2026	0.00	21,448.66
26-0389	Pump Station 5-2 Emergency Generator 01528 - QUINN COMPANY	Outstanding West Valley Water District	2/10/2026 2/24/2026	0.00	630,252.37
26-0390	Well 6 Emergency Motor Replacement 01124 - GENERAL PUMP COMPANY INC	Completed West Valley Water District	2/10/2026 2/24/2026	0.00	9,973.82
26-0391	Parts East Complex CL2 System 00244 - HARRINGTON INDUSTRIAL PLASTICS	Completed West Valley Water District	2/9/2026 2/23/2026	0.00	1,111.80
26-0392	SERVICE SADDLE 12 INCH 01089 - S&J SUPPLY CO INC	Received West Valley Water District	2/10/2026 2/10/2026	0.00	332.25
26-0393	Fleet Vehicle Purchase 02966 - 72 HOUR, LLC	Outstanding West Valley Water District	2/12/2026 2/26/2026	0.00	68,340.17

Purchase Order Summary Report

Issued Date Range 02/01/2026 - 02/28/2026

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0394	Engineering Services for Res. 4-1 & 4-2 Repairs 02962 - HARPER & ASSOCIATES ENGINEERING, INC	Outstanding West Valley Water District	2/10/2026 2/24/2026	0.00	120,102.00
26-0395	Computers Feb 2026 00326 - CDW GOVERNMENT INC	Outstanding West Valley Water District	2/17/2026 3/3/2026	0.00	11,926.26
26-0396	Renewal of PM contract with Thermo 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	2/17/2026 3/3/2026	0.00	1,395.00
26-0397	RP Backflow Prevention Assy 00066 - GRAINGER INC	Outstanding West Valley Water District	2/17/2026 3/3/2026	0.00	1,616.92
26-0398	Repair 7-1 #4 Booster 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	2/3/2026 2/17/2026	0.00	60,114.42
26-0399	Yofire 02/04/26 00748 - YO FIRE	Completed West Valley Water District	2/17/2026 2/17/2026	0.00	10,308.00
26-0401	Water Bottles 02141 - CUSTOM WATER, INC	Completed West Valley Water District	2/17/2026 3/3/2026	0.00	1,327.76
26-0402	Aresnic plant AI 00097 - TESCO CONTROLS INC	Outstanding West Valley Water District	2/17/2026 3/3/2026	0.00	3,375.00
26-0403	SOcal STEAM sponsorship 02968 - SOCAL STEAM CHALLENGE	Completed West Valley Water District	2/17/2026 3/3/2026	0.00	1,000.00
26-0404	Hymax Cap 6' 01089 - S&J SUPPLY CO INC	Outstanding West Valley Water District	2/18/2026 2/18/2026	0.00	445.59
26-0406	S&J stock s100264427.001 01089 - S&J SUPPLY CO INC	Completed West Valley Water District	2/18/2026 2/18/2026	0.00	1,615.87
26-0407	Aqua metrics stock order 2.18.26 00255 - AQUA-METRIC SALES CO	Completed West Valley Water District	2/18/2026 2/18/2026	0.00	7,338.00
26-0408	Board room Audio Visual Troubleshooting 2026 01563 - GOLDEN STAR TECHNOLOGY INC	Outstanding West Valley Water District	2/18/2026 3/4/2026	0.00	559.50
26-0409	Repaint Vehicle 224 02970 - AMERICAS BODYSHOP AND COLLISION REPAIR	Outstanding West Valley Water District	2/18/2026 3/4/2026	0.00	1,994.59
26-0410	Ferguson stock order 00160 - FERGUSON ENTERPRISES INC # 677	Outstanding West Valley Water District	2/18/2026 2/18/2026	0.00	2,238.98
26-0411	Yo Fire stock order -206891 00748 - YO FIRE	Completed West Valley Water District	2/18/2026 2/18/2026	0.00	2,230.64
26-0412	Dionex Consumables 01221 - THERMO ELECTRON NORTH AMERICA LLC	Outstanding West Valley Water District	2/19/2026 3/5/2026	0.00	7,470.59
26-0413	10" Valve Insertion for CIP Valve Replacement 02967 - WELLS TAPPING SERVICE, INC	Outstanding West Valley Water District	2/19/2026 3/5/2026	0.00	15,650.00
26-0414	Emergency Repair Parts for Live Oak 00748 - YO FIRE	Completed West Valley Water District	2/19/2026 3/5/2026	0.00	1,524.08
26-0415	Video Project- Roemer Expansion 02818 - JCOMM INC	Outstanding West Valley Water District	2/20/2026 3/6/2026	0.00	8,000.00

Purchase Order Summary Report

Issued Date Range 02/01/2026 - 02/28/2026

PO Number	Description Vendor	Status Ship To	Issue Date Delivery Date	Trade Discount	Total
26-0416	Video Project- Employee Profiles 02818 - JCOMM INC	Outstanding West Valley Water District	2/20/2026 3/6/2026	0.00	9,850.00
26-0417	14" Diamond Blade 02972 - NCSUP LLC	Outstanding West Valley Water District	2/23/2026 3/9/2026	0.00	1,045.00
26-0418	Annual Large Meter Testing 00492 - MCCALLS METERS INC	Outstanding West Valley Water District	2/23/2026 3/9/2026	0.00	20,545.00
26-0419	Prop 218 Consulting Services 02846 - JPW COMMUNICATIONS, INC	Outstanding West Valley Water District	2/23/2026 3/9/2026	0.00	1,080.00
26-0420	Post Rate Adoption 01052 - INFOSEND INC	Outstanding West Valley Water District	2/23/2026 3/9/2026	0.00	1,798.83
26-0421	Animated video 02922 - BROADCAST2WORLD INC.	Outstanding West Valley Water District	2/23/2026 3/9/2026	0.00	3,440.00
26-0422	Yo Fire Stock order 2.24.26 00748 - YO FIRE	Outstanding West Valley Water District	2/24/2026 2/24/2026	0.00	259.00
26-0423	Husqvarna hand trolleys for demo saw 02972 - NCSUP LLC	Outstanding West Valley Water District	2/25/2026 3/11/2026	0.00	3,750.00
26-0424	Repair 5-1 #4 Booster 01124 - GENERAL PUMP COMPANY INC	Outstanding West Valley Water District	2/26/2026 3/12/2026	0.00	56,294.03
26-0427	Facility Signs 01311 - MINUTEMAN PRESS OF RANCHO CUCAMONGA	Outstanding West Valley Water District	2/27/2026 3/13/2026	0.00	2,284.90
26-0428	Painting of exterior metal wall panels 02581 - CRAMER PAINTING INC	Outstanding West Valley Water District	2/27/2026 3/13/2026	0.00	21,555.00

Purchase Order Count: (49) Total Trade Discount: 0.00 Total: 1,361,394.62



STAFF REPORT

DATE: March 19, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Revenue and Expenditures Report - February 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

Finance Committee - 03.09.26

BACKGROUND:

The Board of Directors requested the Monthly Financial Status Reports to be presented to the Finance Committee for review and discussion before presenting them to the Board of Directors. The reports are being produced by the District's Financial System (System of Records) and will be presented on a monthly basis.

DISCUSSION:

The Monthly Financial Status Report (**Exhibit A**) summarizes the District's revenue categories as well as expenditures for all Departments. The original total budget includes the adopted budget. The current total budget includes the adopted budget plus any budget amendments or adjustments made during the year. Period activity column represents activity for the reporting periods. The fiscal activity column represents the year-to-date activity or transactions that have been recorded in the general ledger from the beginning of the fiscal year July 1 through June 30th. The encumbrance column represents funds encumbered with a purchase order that's not spent but committed. The percentage column represents the percentage of the current budget that has been received (Revenue) or utilized (Expenditure).

In summary, for the seventh month of the fiscal year through February 2026, the District has total earned revenues of \$31,356,360 and incurred total expenses of \$21,969,962. This results in an operating surplus of \$9,386,398. The surplus is being used to support the Capital Improvement Program. Contributing to the positive results are water sales and other non-operating income.

FISCAL IMPACT:

There is no fiscal impact for producing the February 2026 Monthly Revenue & Expenditure Report.

REQUESTED ACTION:

Approve the February 2026 Monthly Revenue and Expenditures Report.

Attachments

[Exhibit A - 2026 February Monthly Rev & Exp Report.pdf](#)

EXHIBIT A



West Valley Water District, CA

Budget Report Group Summary

For Fiscal: 2025-2026 Period Ending: 02/28/2026

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance Favorable (Unfavorable)	Percent Used
Revenue							
4000 - Water consumption sales	18,665,400.00	18,665,400.00	1,247,925.26	13,239,870.53	0.00	-5,425,529.47	70.93 %
4010 - Water service charges	8,890,060.00	8,890,060.00	827,506.73	6,112,494.07	0.00	-2,777,565.93	68.76 %
4020 - Other operating revenue	5,166,245.00	5,166,245.00	215,486.07	3,173,240.72	0.00	-1,993,004.28	61.42 %
4030 - Property Taxes	4,400,030.00	4,400,030.00	0.02	2,849,577.36	0.00	-1,550,452.64	64.76 %
4040 - Interest & Investment Earnings	4,200,000.00	4,200,000.00	0.00	2,751,821.10	0.00	-1,448,178.90	65.52 %
4050 - Rental Revenue	41,000.00	41,000.00	3,473.15	27,785.20	0.00	-13,214.80	67.77 %
4060 - Grants and Reimbursements	1,520,000.00	1,520,000.00	0.00	48,453.63	0.00	-1,471,546.37	3.19 %
4080 - Other Non-Operating Revenue	3,590,037.00	3,590,037.00	0.00	3,153,117.10	0.00	-436,919.90	87.83 %
Revenue Total:	46,472,772.00	46,472,772.00	2,294,391.23	31,356,359.71	0.00	-15,116,412.29	67.47 %

Budget Report

For Fiscal: 2025-2026 Period Ending: 02/28/2026

Department...	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance		Percent Used
						Favorable (Unfavorable)		
Expense								
5110 - Source Of Supply	2,360,380.00	2,340,380.00	11,638.60	434,966.59	0.00	1,905,413.41	18.59 %	
5210 - Production	5,585,050.00	5,680,050.00	337,388.13	3,609,067.94	77,388.44	1,993,593.62	64.90 %	
5310 - Water Quality	841,900.00	841,900.00	57,133.99	519,821.62	50,257.06	271,821.32	67.71 %	
5320 - Water Treatment - Perchlorate	605,000.00	530,000.00	11,356.95	180,429.39	10,146.99	339,423.62	35.96 %	
5350 - Water Treatment - FBR/FXB	2,067,721.00	2,067,721.00	168,159.06	1,426,277.77	315,445.37	325,997.86	84.23 %	
5390 - Water Treatment - Roemer/Arsenic	2,726,685.00	2,726,685.00	155,904.70	1,530,792.20	217,589.88	978,302.92	64.12 %	
5410 - Maintenance - T & D	3,043,000.00	3,043,000.00	199,427.31	1,788,150.56	174,412.33	1,080,437.11	64.49 %	
5510 - Customer Service	1,238,300.00	1,238,300.00	62,088.89	677,203.01	0.00	561,096.99	54.69 %	
5520 - Meter Reading	1,026,200.00	1,026,200.00	79,006.96	711,641.65	28,726.15	285,832.20	72.15 %	
5530 - Billing	677,100.00	677,100.00	51,629.82	440,342.65	52,084.06	184,673.29	72.73 %	
5610 - Administration	2,664,425.00	2,664,425.00	156,422.40	1,512,745.85	6,371.50	1,145,307.65	57.01 %	
5615 - General Operations	3,234,919.00	3,234,919.00	101,527.25	2,767,266.64	192,982.56	274,669.80	91.51 %	
5620 - Accounting	1,174,150.00	1,174,150.00	76,385.45	770,436.93	44,372.25	359,340.82	69.40 %	
5630 - Engineering	2,786,875.00	2,786,875.00	209,670.34	1,572,700.34	294,467.12	919,707.54	67.00 %	
5640 - Business Systems	1,890,830.00	1,890,830.00	101,900.75	991,065.13	30,342.81	869,422.06	54.02 %	
5645 - GIS	291,200.00	291,200.00	21,139.49	179,259.87	0.00	111,940.13	61.56 %	
5650 - Board Of Directors	347,000.00	347,000.00	24,049.42	194,010.64	19,050.00	133,939.36	61.40 %	
5660 - Human Resources/Risk Management	940,300.00	940,300.00	58,952.28	508,672.89	0.00	431,627.11	54.10 %	
5680 - Purchasing	792,900.00	792,900.00	53,197.71	385,149.95	0.00	407,750.05	48.57 %	
5710 - Public Affairs	1,616,795.00	1,616,795.00	92,889.38	848,747.27	165,528.95	602,518.78	62.73 %	
5720 - Grants & Rebates	195,000.00	195,000.00	0.00	38,200.00	4,059.80	152,740.20	21.67 %	
6200 - Interest Expense	1,228,042.51	1,228,042.51	0.00	433,013.08	0.00	795,029.43	35.26 %	
6300 - Debt Administration Service	6,615.00	6,615.00	0.00	0.00	0.00	6,615.00	0.00 %	
6800 - Other Non-Operating Expense	0.00	0.00	0.00	450,000.00	0.00	-450,000.00	0.00 %	
Expense Total:	37,340,387.51	37,340,387.51	2,029,868.88	21,969,961.97	1,683,225.27	13,687,200.27	63.34 %	
Report Surplus (Deficit):	9,132,384.49	9,132,384.49	264,522.35	9,386,397.74	-1,683,225.27	-1,429,212.02	84.35 %	

Fund Summary

Fund	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Encumbrances	Variance
						Favorable (Unfavorable)
100 - Water Operations Fund	9,132,384.49	9,132,384.49	264,522.35	9,386,397.74	-1,683,225.27	-1,429,212.02
Report Surplus (Deficit):	9,132,384.49	9,132,384.49	264,522.35	9,386,397.74	-1,683,225.27	-1,429,212.02



STAFF REPORT

DATE: March 19, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Monthly Cash Disbursements Report - February 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

Finance Committee - 03.09.26

BACKGROUND:

The Board of Directors requested the Monthly Cash Disbursements Report to be presented to the Finance Committee for review and discussion before presenting these reports to the Board of Directors. The reports are being produced from the District's Financial System (System of Records) and will be presented to the Finance Committee

DISCUSSION:

Each month, the Accounting Department provides a complete listing of all previous month's disbursements to promote fiscal responsibility and accountability over the expenditure of public funds. This process includes providing the Finance Committee, Board of Directors, and ratepayers the opportunity to review expenses for supplies, materials, services, (**Exhibit A**) and payroll disbursements (**Exhibit B**). Payroll is processed bi-weekly and accounts payable are processed weekly. Information to justify each payment is available through the Accounting Department. For reference, Customer Refunds are credits due as a result of closing a water account.

FISCAL IMPACT:

There is no fiscal impact for producing the February 2026 Cash Disbursement Reports.

REQUESTED ACTION:

Approve the February 2026 Cash Disbursements Reports.

Attachments

[Exhibit A - 2026 FEB Cash Disbursements Board Report.pdf](#)

[Exhibit B - 2026 February Cash Disbursements Payroll.pdf](#)

EXHIBIT A

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9527	360 GLOBAL TECHNOLOGY LLC	WEB HOSTING SVCS-FEB 2026	\$ 500.00	
9528	BOOT BARN INC	SAFETY BOOTS-BRYANT MENJIVAR	\$ 240.33	
9528	BOOT BARN INC	SAFETY BOOTS-ROBERTO V SOLIS	\$ 240.28	
9528	BOOT BARN INC	SAFETY BOOTS-CODY LUDWIG	\$ 231.08	
9528	BOOT BARN INC	SAFETY BOOTS-NICK CARLO	\$ 147.89	
9528	BOOT BARN INC	SAFETY BOOTS-ROBERT TEETER	\$ 250.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-W26001		\$ 116.00
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 15.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 290.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 960.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 810.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 810.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 810.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 960.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 542.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 82.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 401.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 960.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 88.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 250.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 111.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 34.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 7.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL# 11	\$ 267.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL# 6	\$ 267.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 810.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 810.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ARSENIC	\$ 79.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 123.50	
9529	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9531	COMPUTERIZED EMBROIDERY COMPANY INC	SHIRTS-KELVIN MOORE	\$ 330.14	
9532	ENGINEERING RESOURCES INC	Lord Ranch Facilities Project		\$ 22,013.00
9533	HASA INC.	Wells With Treatment	\$ 297.84	
9533	HASA INC.	Chlorine for FBR	\$ 1,011.55	
9534	JEFF CRIDER	WVWD History Book - 75th Anniversary	\$ 850.00	
9535	MCDONALD ELECTRIC INC	ROEMER SERVICES	\$ 372.45	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9536	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 213.42	
9536	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 371.09	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 391.52	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 493.53	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 192.20	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 21.72	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 21.72	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 450.25	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 567.04	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 321.51	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 521.17	
9536	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 209.39	
9537	PANTALEON, SOCORRO	CMUA LEGISLATIVE CONFERENCE	\$ 711.74	
9538	RED WING BUSINESS ADVANTAGE ACCOUNT	SAFETY BOOTS-ALBERT HERRERA	\$ 249.57	
9539	SAFETY COMPLIANCE COMPANY	FIELD/OFFICE SAFETY MTGS 1/13/26	\$ 425.00	
9540	SAMBA HOLDINGS INC	HR SERVICES JAN 2026	\$ 164.42	
9541	STERLING WATER TECHNOLOGIES LLC	Praestol Flocculant for FBR Plant	\$ 4,900.48	
9542	ABF PRINTS INC	OFFICE SUPPLIES	\$ 323.25	
9542	ABF PRINTS INC	NAME BADGES-BOARD MEMBERS	\$ 404.06	
9542	ABF PRINTS INC	PUBLIC OUTREACH SUPPLIES	\$ 808.13	
9542	ABF PRINTS INC	OUTREACH PROGRAM SUPPLIES	\$ 707.11	
9543	ACWA /JPIA	EE Adjusts	\$ (3,670.83)	
9543	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 338.60	
9543	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 4.96	
9543	ACWA /JPIA	HEALTH INSURANCE	\$ 4,429.12	
9543	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 669.55	
9543	ACWA /JPIA	HEALTH INSURANCE	\$ 9,817.99	
9543	ACWA /JPIA	DELTACARE DENTAL PPO	\$ 9,499.43	
9543	ACWA /JPIA	DELTA DENTAL DHMO	\$ 585.97	
9543	ACWA /JPIA	EMPLOYEE ASSISTANCE PROGRAM	\$ 203.36	
9543	ACWA /JPIA	HEALTH INSURANCE	\$ 160,628.39	
9543	ACWA /JPIA	Retirees	\$ 20,837.96	
9543	ACWA /JPIA	Retirees	\$ 1,906.29	
9544	AIR & HOSE SOURCE INC	MAINTENANCE SUPPLIES	\$ 245.13	
9544	AIR & HOSE SOURCE INC	DISTRICT MAINTENANCE	\$ 59.53	
9544	AIR & HOSE SOURCE INC	DISTRICT MAINTENANCE	\$ 25.59	
9545	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy	\$	12,091.22
9545	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy	\$	4,680.54
9545	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy	\$	1,130.92
9545	ALBERT A WEBB ASSOCIATES	18 inch Diameter Transmission Main Crossing Frwy	\$	2,937.87
9546	AUTOMATED GATE SERVICES INC	GATE MAINTENANCE-ROEMER	\$ 217.00	
9546	AUTOMATED GATE SERVICES INC	GATE MAINTENANCE	\$ 250.00	
9547	BENNETT, ESTEVAN	MILEAGE REIMBURSEMENT JAN 2026	\$ 18.42	
9548	BEST BEST & KRIEGER LLP	LEGAL FEES JAN 2025	\$ 213.60	
9549	CHANDLER ASSET MANAGEMENT	JAN 2026 SERVICES	\$ 7,490.25	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 7.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 36.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 90.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 142.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 450.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-PERCHLORATE	\$ 243.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 600.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 600.00	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 600.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 267.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 90.00	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9550	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 17.50	
9551	DYER, JUNE J	MEDICARE PART B REIMB OCT-DEC 2025	\$ 555.00	
9552	FASTENAL COMPANY	SHOP SUPPLIES	\$ 155.15	
9553	GARCIA, ANGELA	MILEAGE REIMBURSEMENT JAN 2026	\$ 9.86	
9554	GENERAL PUMP COMPANY INC	P-415 Booster Pump Replacement (Pump End Only)	\$ 22,008.11	
9555	HASA INC.	CHEMICALS-ROEMER	\$ 5,091.22	
9556	JENKINS, DANIEL	MILEAGE REIMBURSEMENT JAN 2026	\$ 98.75	
9557	MCDONALD ELECTRIC INC	FBR MAINTENANCE	\$ 369.48	
9558	MCMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 600.51	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 755.93	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 480.92	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 241.78	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 979.86	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 280.31	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 755.97	
9558	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 153.84	
9559	MOORE, KELVIN	MILEAGE REIMBURSEMENT DEC 2025	\$ 106.96	
9559	MOORE, KELVIN	MILEAGE REIMBURSEMENT JAN 2026	\$ 64.83	
9560	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 369.68	
9560	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 36.34	
9561	PANTALEON, SOCORRO	ACWA DC- AIRFARE	\$ 846.98	
9562	PAUL FRANK GRAVESANDE	EQUIPMENT MAINTENANCE	\$ 295.00	
9563	YOUNG, GREGORY A	MILEAGE REIMBURSEMENT JAN 2026	\$ 111.80	
9564	ABF PRINTS INC	SELF INKING STAMP	\$ 32.33	
9564	ABF PRINTS INC	HOLIDAY SIGN DECALS	\$ 26.94	
9564	ABF PRINTS INC	TRUCK DECALS	\$ 185.33	
9564	ABF PRINTS INC	TENSION DISPLAY BANNER	\$ 829.68	
9565	AIR & HOSE SOURCE INC	WATER QUALITY SUPPLIES	\$ 473.56	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-BLF	\$ 39.00	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 676.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 50.00	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELLS	\$ 19.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES	\$ 202.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 172.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 170.00	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-WELL 11	\$ 182.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-FBR	\$ 40.00	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 142.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 560.50	
9566	CLINICAL LAB OF SAN BERNARDINO INC	LAB FEES-ROEMER	\$ 70.00	
9567	DIAMOND ENVIRONMENTAL SERVICES LP	PORTABLE RESTROOM RENTAL-10272 S CEDAR	\$ 124.26	
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 404.86	
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 68.27	
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 637.51	
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 528.46	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 264.21	
9568	FASTENAL COMPANY	SHOP SUPPLIES	\$ 65.88	
9569	GENERAL PUMP COMPANY INC	Rehab BLF North Well	\$	52,441.00
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 50.64	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 161.63	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 1,100.00	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 323.25	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 630.00	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 7,440.00	
9569	GENERAL PUMP COMPANY INC	Well 6 Emergency Motor Replacement	\$ 268.30	
9570	HACH COMPANY	HACH DR 600 Repair	\$ 3,683.98	
9571	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ (1,538.93)	
9571	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 796.05	
9571	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 369.80	
9571	HARRINGTON INDUSTRIAL PLASTICS	Parts East Complex CL2 System	\$ 1,111.80	
9571	HARRINGTON INDUSTRIAL PLASTICS	PRODUCTION SUPPLIES	\$ 654.57	
9572	HASA INC.	CHEMICALS-WELLS	\$ 427.66	
9572	HASA INC.	CHEMICALS-WELLS	\$ 152.74	
9572	HASA INC.	CHEMICALS-WELLS	\$ 646.58	
9572	HASA INC.	CHEMICALS-WELLS	\$ 521.85	
9572	HASA INC.	CHEMICALS-WELLS	\$ 178.19	
9572	HASA INC.	CHEMICALS-WELLS	\$ 218.92	
9572	HASA INC.	CHEMICALS-WELLS	\$ 254.56	
9572	HASA INC.	CHEMICALS-WELLS	\$ 381.84	
9572	HASA INC.	CHEMICALS-WELLS	\$ 565.13	
9572	HASA INC.	CHEMICALS-WELLS	\$ 267.29	
9572	HASA INC.	CHEMICALS-WELLS	\$ 127.28	
9572	HASA INC.	CHEMICALS-WELLS	\$ 106.93	
9572	HASA INC.	CHEMICALS-WELLS	\$ 509.12	
9572	HASA INC.	CHEMICALS-WELLS	\$ 262.20	
9572	HASA INC.	CHEMICALS-WELLS	\$ 636.40	
9572	HASA INC.	CHEMICALS-WELLS	\$ 440.39	
9572	HASA INC.	CHEMICALS-WELLS	\$ 137.46	
9572	HASA INC.	CHEMICALS-WELLS	\$ 224.01	
9572	HASA INC.	CHEMICALS-WELLS	\$ 509.12	
9572	HASA INC.	CHEMICALS-WELLS	\$ 509.12	
9572	HASA INC.	CHEMICALS-WELLS	\$ 376.75	
9572	HASA INC.	CHEMICALS-PERCHLORATE	\$ 560.03	
9572	HASA INC.	CHEMICALS-ROEMER	\$ 4,557.18	
9572	HASA INC.	CHEMICALS-ROEMER	\$ 5,459.50	
9573	INFOSEND INC	Postage & Printing Customer Service Bills/Notices	\$ 4,184.83	
9573	INFOSEND INC	Postage & Printing Customer Service Bills/Notices	\$ 15,244.33	
9574	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 193.12	
9574	MCMMASTER-CARR SUPPLY COMPANY	PRODUCTION SUPPLIES	\$ 151.44	
9574	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 527.83	
9574	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 139.07	
9574	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 286.58	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 193.08	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 55.66	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 187.08	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 863.44	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 54.66	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 832.11	
9574	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 990.12	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 990.44	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 985.70	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 932.27	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 856.80	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 15.79	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 270.56	
9574	MCMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 450.88	
9575	SAFE AND SOUND SECURITY INC	Security Camera Sys Expansion and Integration Proj	\$	59,194.67
9575	SAFE AND SOUND SECURITY INC	Security Camera Sys Expansion and Integration Proj	\$	58,073.84
9576	SANDER, REBECCA	MEDICARE PART B OCT-DEC 2025	\$ 555.00	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.56	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 4.81	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 8.77	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.46	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.01	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.73	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.83	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 48.52	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.21	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.83	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.21	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 47.73	
9577	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.44	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 1.50	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.74	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 13.34	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 31.95	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 1.58	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.92	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.81	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 14.01	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 76.51	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QUALITY	\$ 3.05	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.16	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 1.58	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.92	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 31.48	
9577	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.81	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.31	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.76	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.73	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.07	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 37.18	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 36.59	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 5.75	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.09	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.76	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 38.10	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 36.42	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9577	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 7.69	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.73	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.75	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.38	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.96	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.79	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.44	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.41	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.37	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.84	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.93	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 4.81	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.07	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.62	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 75.98	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.69	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 8.19	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9577	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.07	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 74.76	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.62	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.38	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.69	
9577	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.31	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.87	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 300.62	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.51	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.72	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.78	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 49.67	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.06	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.57	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 52.24	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 48.81	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.03	
9577	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9577	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 95.86	
9577	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 95.86	
9577	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 107.77	
9577	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 103.43	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 12.25	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 6.88	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.38	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 24.97	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 24.61	
9577	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 12.94	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 5.73	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.71	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.90	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 66.81	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 2.67	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.24	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 35.26	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 32.60	
9577	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.24	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9583	UNIVAR USA INC	Acedic Acid for FBR	\$ 12,604.81	
9584	ABF PRINTS INC	OFFICE SUPPLIES	\$ 37.71	
9584	ABF PRINTS INC	BUSINESS CARDS-NATALIE AVILA	\$ 95.90	
9584	ABF PRINTS INC	OFFICE SUPPLIES	\$ 996.69	
9585	AIR & HOSE SOURCE INC	PRODUCTION SUPPLIES	\$ 67.34	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 2,937.33	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 2,337.00	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 809.60	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 252.21	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 738.00	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 55.20	
9586	BEST BEST & KRIEGER LLP	LEGAL FEES-JAN 2026	\$ 361.65	
9587	DAVID N M TURCH	Federal Lobbyist Services	\$ 12,500.00	
9588	FASTENAL COMPANY	SHOP SUPPLIES	\$ 156.82	
9588	FASTENAL COMPANY	SHOP SUPPLIES	\$ 142.46	
9588	FASTENAL COMPANY	SHOP SUPPLIES	\$ 293.92	
9588	FASTENAL COMPANY	SHOP SUPPLIES	\$ 447.70	
9588	FASTENAL COMPANY	SHOP SUPPLIES	\$ 676.37	
9589	HARRINGTON INDUSTRIAL PLASTICS	BLF SUPPLIES	\$ 583.99	
9590	HASA INC.	CHEMICALS-WELLS	\$ 425.12	
9590	HASA INC.	CHEMICALS-BLF	\$ 1,527.37	
9590	HASA INC.	CHEMICALS-WELLS	\$ 203.65	
9590	HASA INC.	CHEMICALS-WELLS	\$ 132.37	
9590	HASA INC.	CHEMICALS-WELLS	\$ 231.65	
9590	HASA INC.	CHEMICALS-WELLS	\$ 585.49	
9591	MCMMASTER-CARR SUPPLY COMPANY	FBR SUPPLIES	\$ 165.54	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 815.28	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 421.06	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 599.73	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 117.57	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 242.24	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 304.21	
9591	MCMMASTER-CARR SUPPLY COMPANY	ROEMER SUPPLIES	\$ 849.73	
9592	MEDINA, ISABELLE R	ACWA LEGISLATIVE-MEALS/UBER	\$ 32.54	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 28.78	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 22.71	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 150.72	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 100.15	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 38.24	
9593	OFFICE SOLUTIONS BUSINESS PRODUCTS & SERVICES	OFFICE SUPPLIES	\$ 249.00	
9594	PANTALEON, SOCORRO	ACWA LEGISLATIVE-LODGING/UBER	\$ 550.13	
9595	PAUL FRANK GRAVESANDE	UNIT#104 MAINTENANCE	\$ 250.00	
9595	PAUL FRANK GRAVESANDE	UNITS 105/105T/138/139/139T MAINTENANCE	\$ 580.00	
9595	PAUL FRANK GRAVESANDE	UNIT 137 MAINTENANCE	\$ 325.00	
9596	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	\$ 119.51	
9596	RECYCLED AGGREGATE MATERIALS CO INC	MAINTENANCE SHOP SUPPLIES	\$ 21.74	
9597	SAFETY COMPLIANCE COMPANY	FIELD SAFETY MEETING 1/27/26	\$ 225.00	
9598	SOUTH COAST AUTOMATION SYSTEMS INC	Arsenic Plant Startup Support	\$ 1,680.00	
9599	STANTEC CONSULTING SERVICES INC	PSA with Stantec for Master Planning Services	\$ 16,852.10	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.04	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 5.83	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 6.01	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 47.73	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.83	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 9.21	
9600	UNIFIRST CORPORATION	UNIFORMS-PRODUCTION	\$ 7.35	
9600	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 31.48	
9600	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 7.81	
9600	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 6.16	
9600	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 3.92	
9600	UNIFIRST CORPORATION	UNIFORMS-WATER QLTY	\$ 1.58	
9600	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.67	
9600	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 4.99	
9600	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 36.59	
9600	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 6.01	
9600	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 5.32	
9600	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 88.90	
9600	UNIFIRST CORPORATION	JANITORIAL SERVICES-ROEMER	\$ 88.90	
9600	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 6.03	
9600	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 7.44	
9600	UNIFIRST CORPORATION	UNIFORMS-ROEMER	\$ 36.42	
9600	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.15	
9600	UNIFIRST CORPORATION	UNIFORMS-FBR	\$ 8.07	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 10.33	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 74.76	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.38	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 7.30	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.04	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.03	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.68	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.62	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 5.17	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 9.91	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.01	
9600	UNIFIRST CORPORATION	UNIFORMS-MAINTENANCE	\$ 6.69	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.31	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 12.25	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 9.96	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.51	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.72	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.87	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 5.78	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 15.81	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 52.24	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.88	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 7.05	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.53	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.03	
9600	UNIFIRST CORPORATION	UNIFORMS-METERS	\$ 6.16	
9600	UNIFIRST CORPORATION	JANITORIAL SERVICES-HQ	\$ 103.43	
9600	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 24.61	
9600	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 4.61	
9600	UNIFIRST CORPORATION	UNIFORMS-ENGINEERING	\$ 7.21	
9600	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 32.60	
9600	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.24	
9600	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 7.04	
9600	UNIFIRST CORPORATION	UNIFORMS-PURCHASING	\$ 6.01	
90341	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 7.12	

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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90341	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$ 131.65	
90342	APPLEONE EMPLOYMENT SERVICES	OUTSIDE LABOR-KARA JOHNSON	\$ 3,846.20	
90343	AT&T LONG DISTANCE	LONG DISTANCE-ROEMER	\$ 27.48	
90344	AUTOZONE STORES LLC	VEHICLE MAINTENANCE	\$ 17.15	
90345	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-ROEMER	\$ 250.24	
90345	BURRTEC WASTE INDUSTRIES INC	DISPOSAL FEES-HQ	\$ 840.60	
90346	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist Services	\$ 12,500.00	
90347	CHARTER COMMUNICATIONS	INTERNET SVCS ROEMER	\$ 1,381.00	
90347	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 285.06	
90347	CHARTER COMMUNICATIONS	CABLE/TELEPHONE	\$ 143.00	
90347	CHARTER COMMUNICATIONS	INTERNET SERVICES	\$ 1,549.00	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 41.79	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 74.36	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 478.28	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 281.23	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 562.46	
90348	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 281.23	
90349	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,739.09	
90349	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,255.07	
90349	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,717.32	
90349	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,122.30	
90349	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ 103.91	
90350	CRAMER PAINTING INC	Well 2 recoating	\$ 5,060.00	
90351	HARRIS & RUTH PAINTING CONTRACTING	Epoxy for secondary containment for chemical area	\$	23,500.00
90351	HARRIS & RUTH PAINTING CONTRACTING	Roemer plant door painting	\$ 7,540.00	
90352	INLAND EMPIRE UTILITIES AGENCY	SERVICES DEC 2025	\$ 5,883.93	
90353	ISSA J HAMIDA	SERVICES-NOV 2025	\$ 177.00	
90354	JAIME J GUZMAN	SERVICES NOV 2025	\$ 74.00	
90355	JAMISON ENGINEERING CONTRACTORS, INC.	Chain of Flight parts installation	\$	12,812.00
90356	LEGAL SHIELD	LEGALSHIELD	\$ 216.34	
90356	LEGAL SHIELD	LEGALSHIELD	\$ 206.31	
90356	LEGAL SHIELD	EE Adjusts	\$ 9.95	
90357	NEW RESOURCES GROUP INC	PUBLIC OUTREACH	\$ 833.50	
90358	RIALTO WATER SERVICES	HQ WATER SVC-12/19/25-01/20/26	\$ 172.27	
90358	RIALTO WATER SERVICES	ROEMER 11/30/25-12/31/25	\$ 72.51	
90359	SG CREATIVE LLC	MASCOT DESIGNS	\$ 480.00	
90360	STUBBIES PROMOTIONS INC	PUBLIC OUTREACH SUPP-STRESS RELIEVER	\$ 11,157.92	
90361	THE STANDARD - VISION	RETIREEES-VISION SVCS	\$ 550.48	
90362	US DIARY	OFFICE SUPPLIES-PLANNERS	\$ 783.75	
90363	USA BLUEBOOK	ROEMER SUPPLIES	\$ 145.76	
90364	VERIZON CONNECT FLEET USA LLC	JANUARY SERVICES	\$ 991.92	
90364	VERIZON CONNECT FLEET USA LLC	SERVICES FEBRUARY	\$ 991.92	
90365	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 6,029.16	
90365	VERIZON WIRELESS PHONES	CELL PHONES/IPADS	\$ 1,586.02	
90366	DIRT WORKS	Customer Refund	\$ 111.81	
90367	Acevedo, Israel	Customer Refund	\$ 58.81	
90368	Tea, Kimteang	Customer Refund	\$ 65.54	
90369	Rendon, Dorian	Customer Refund	\$ 22.86	
90370	Singh, Amritpal	Customer Refund	\$ 47.75	
90371	Le, Diem Chi	Customer Refund	\$ 56.42	
90372	RICHMOND AMERICAN HOMES	Customer Refund	\$ 49.05	
90373	RICHMOND AMERICAN HOMES	Customer Refund	\$ 9.59	
90374	NEW HOME CO.	Customer Refund	\$ 15.03	
90375	TIEDGE, JEFFREY	Customer Refund	\$ 91.54	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90376	CALIAGUA	Customer Refund	\$ 3,300.00	
90379	BAKER, PADDY	Customer Refund	\$ 95.00	
90380	Chen, Ying-Ling	Customer Refund	\$ 37.28	
90381	Kendrick, Delia	Customer Refund	\$ 83.09	
90382	BOUDREAU PIPELINE CORP	Customer Refund	\$ 3,060.86	
90383	AMAZON.COM SALES INC	WATER QUALITY SUPPLIES	\$ 20.76	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 152.43	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 100.47	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 287.90	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 51.78	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 94.30	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 38.73	
90383	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 49.91	
90383	AMAZON.COM SALES INC	VEHICLES SUPPLIES-RETURNS	\$ (96.96)	
90383	AMAZON.COM SALES INC	COMPUTER SUPPLIES	\$ 276.36	
90384	ASBCSD	MEETING 10/15/25 SOCORRO/ISABELLE/GUSTAVO	\$ 40.00	
90384	ASBCSD	MEETING 10/15/25 SOCORRO/ISABELLE/GUSTAVO	\$ 40.00	
90384	ASBCSD	MEETING 10/15/25 SOCORRO/ISABELLE/GUSTAVO	\$ 40.00	
90385	AT&T INTERNET	INTERNET-01/26/26-02/25/26	\$ 144.45	
90386	AUTOZONE STORES LLC	PURCHASING SUPPLIES	\$ 53.22	
90387	CINTAS CORPORATION	JANITORIAL SERVICES	\$ 194.97	
90388	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 130.92	
90388	CINTAS CORPORATION NO 2	SAFETY SUPPLIES	\$ 562.46	
90389	CITY OF COLTON	ENCROACHMENT PERMIT FEES	\$ 618.00	
90390	CITY OF SAN BERNARDINO	LYTLE CREEK STREAMFLOW-JAN 2026	\$ 3,707.33	
90391	CLEANMART USA	Janitorial Supplies	\$ 232.74	
90392	COASTAL BUILDING SERVICES INC	Janitorial Services for District	\$ 974.00	
90392	COASTAL BUILDING SERVICES INC	Janitorial Services for District	\$ 2,904.00	
90393	COLTON PUBLIC UTILITIES	WELL 18A ELECTRICITY 12/30/25-01/29/26	\$ 1,712.70	
90394	DEPARTMENT OF MOTOR VEHICLES	LICENSE PLATES	\$ 28.00	
90395	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 299.19	
90395	DIGITAL IMAGE SOLUTIONS, LLC	COPIER MAINTENANCE	\$ 198.16	
90396	FEDEX	ROEMER SUPPLIES	\$ 412.46	
90396	FEDEX	MAILING FEES	\$ 17.88	
90397	FMB TRUCK OUTFITTERS, INC.	VEHICLES MAINTENANCE	\$ 479.38	
90398	GRAINGER INC	PRODUCTION SUPPLIES	\$ 28.38	
90398	GRAINGER INC	ROEMER SUPPLIES	\$ 360.42	
90398	GRAINGER INC	ROEMER MAINTENANCE	\$ 16.14	
90398	GRAINGER INC	DISTRICT MAINTENANCE	\$ 158.20	
90398	GRAINGER INC	ENGINEERING SUPPLIES CREDIT	\$ (69.20)	
90399	ISSA J HAMIDA	CUSTOMER SERVICES JAN 2026	\$ 198.00	
90400	JAIME J GUZMAN	CUSTOMER SERVICES OCT 2025	\$ 124.84	
90400	JAIME J GUZMAN	CUSTOMER SERVICES JAN 2026	\$ 64.00	
90401	JOHNSON'S HARDWARE	WATER QLTY SUPPLIES	\$ 353.40	
90401	JOHNSON'S HARDWARE	DISTRICT MAINTENANCE	\$ 31.23	
90401	JOHNSON'S HARDWARE	DISTRICT MAINTENANCE	\$ 30.13	
90402	JPW COMMUNICATIONS, INC	PUBLIC OUTREACH	\$ 98.75	
90403	MARIPOSA LANDSCAPES INC	Landscape Services for District	\$ 7,500.98	
90404	NLF/DP LILAC LLC	CUSTOMER REFUND-2224 S LILAC	\$ 144.91	
90405	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	\$ 12.92	
90406	RAINBOW BOLT & SUPPLY INC	ROEMER SUPPLIES	\$ 52.40	
90406	RAINBOW BOLT & SUPPLY INC	ROEMER SUPPLIES	\$ 123.03	
90407	RIALTO WATER SERVICES	FBR 12/16/25-01/17/26	\$ 1,133.78	
90407	RIALTO WATER SERVICES	FBR 11/18/25-12/16/25	\$ 1,660.58	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90408	SO CALIFORNIA EDISON	ROEMER 12/31/25-01/29/26	\$ 41,117.03	
90409	SOLID WASTE MANAGEMENT DIVISION	DISPOSAL FEES	\$ 17.84	
90410	STATE WATER RESOURCES CONTROL BOARD	D5 CERTIFICATION-RUDY OLGUIN	\$ 105.00	
90411	THE GAS COMPANY	ROEMER GAS BILL-01/06/26-02/03/26	\$ 13.81	
90412	THE PUN GROUP LLP	Auditing Services	\$ 6,371.00	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	EE Adjust due to composite billing	\$ (59.13)	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 29.30	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 6.15	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 216.23	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 24.11	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 341.39	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 103.32	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 2,517.38	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 2,677.22	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 352.16	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 528.24	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 308.14	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 264.12	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 484.22	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 44.02	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 220.10	
90413	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90414	THE STANDARD - VISION	VISION VSP	\$ 78.64	
90414	THE STANDARD - VISION	VISION MES	\$ 190.78	
90414	THE STANDARD - VISION	VISION VSP	\$ 1,360.86	
90414	THE STANDARD - VISION	EE Adjusts	\$ 15.34	
90415	THOR CONSTRUCTION	Tile repair in Customer Service Kitchen area	\$ 3,355.00	
90416	TRI CITIES ANSWERING SERVICE & CALL CTR	ANSWERING SERVICE-01/10/26-02/09/26	\$ 795.25	
90417	TROJAN TECHNOLOGIES CORP	Trojan UV Service Contract	\$ 2,946.50	
90418	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 211.37	
90419	USA BLUEBOOK	WATER QUALITY SUPPLIES	\$ 74.11	
90419	USA BLUEBOOK	WATER QUALITY SUPPLIES	\$ 724.95	
90419	USA BLUEBOOK	Hach GLI pH Digital Differential pH Electrode	\$ 3,578.00	
90419	USA BLUEBOOK	ROEMER SUPPLIES	\$ 377.95	
90419	USA BLUEBOOK	ROEMER CHEMICALS	\$ 987.72	
90420	GJ GENTRY GENERAL ENG, INC	Customer Refund	\$ 2,123.26	
90421	BOUDREAU PIPELINE CORP	Customer Refund	\$ 1,917.65	
90422	SKANSKA USA CIVIL WEST	Customer Refund	\$ 1,742.97	
90423	CALIAGUA	Customer Refund	\$ 487.43	
90424	ELITE EARTHWORKS	Customer Refund	\$ 1,478.78	
90425	PARKWEST CONSTRUCTION CO.	Customer Refund	\$ 1,758.75	
90426	ATHENS SERVICES	Customer Refund	\$ 3,481.77	
90427	INC, ONYX PAVING CO.	Customer Refund	\$ 356.10	
90428	BREMCO CONSTRUCTION INC	Customer Refund	\$ 3,700.00	
90429	GARRETT J. GENTRY GENERAL ENGINEERING INC.	Customer Refund	\$ 2,047.14	
90430	BREMCO CONSTRUCTION INC	Customer Refund	\$ 94.48	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90451	JPW COMMUNICATIONS, INC	PROP 218 CONSULTING SERVICES	\$ 480.00	
90452	KIRTLEY CONSTRUCTION INC	Bloomington Phase 3C Project		\$ 817,563.00
90452	KIRTLEY CONSTRUCTION INC	RETENTION		\$ (40,878.15)
90453	LES SCHWAB TIRE CENTERS OF CENTRAL CALIFORNIA INC	ROEMER SUPPLIES	\$ 113.58	
90455	MARY K DUNSMORE	PRODUCTION SUPPLIES	\$ 215.00	
90456	MASTERS TELECOM LLC	ROEMER SUPPLIES	\$ 131.14	
90457	NED'S OIL SALES INC	PRODUCTION SUPPLIES	\$ 39.19	
90458	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 1,951.57	
90458	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 11,020.34	
90458	PINNACLE PETROLEUM INC	Gasoline and Diesel for Fleet	\$ 2,150.34	
90459	RIALTO HIGH SCHOOL-MESA	SO CAL STEM CHALLENGE	\$ 3,000.00	
90460	RIALTO WATER SERVICES	WELL#16 12/30/25-01/27/26	\$ 34.53	
90461	SO CALIFORNIA EDISON	WELL#22 01/13/26-02/11/26	\$ 15.42	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 117,218.93	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 62,804.74	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 8,212.42	
90461	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 7,400.69	
90461	SO CALIFORNIA EDISON	S END SHOP 01/09/26-02/08/26	\$ 190.32	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 8,152.99	
90461	SO CALIFORNIA EDISON	19920 COUNTRY CLUB/WELL#17	\$ 636.43	
90461	SO CALIFORNIA EDISON	WELL#6 01/12/26-02/10/26	\$ 17,945.58	
90461	SO CALIFORNIA EDISON	WELL 11X 01/13/26-02/11/26	\$ 24.63	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 3,515.06	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 11,148.42	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 200.88	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 4,290.64	
90461	SO CALIFORNIA EDISON	VARIOUS LOCATIONS 12/31/25-01/29/26	\$ 4,238.53	
90462	SOUTHWEST VALVE & EQUIPMENT	6" Miliken/Pratt Plug Valve	\$ 4,206.20	
90463	TESS ELECTRIC INC	ROEMER SUPPLIES	\$ 800.00	
90464	THE GAS COMPANY	HQ GAS BILL-01/10/26-02/09/26	\$ 84.11	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 29.30	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 6.15	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 216.23	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 24.11	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	AD&D	\$ 332.98	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	DEPENDENT LIFE	\$ 100.86	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LIFE INSURANCE	\$ 2,455.37	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	LONG TERM DISABILITY	\$ 2,612.33	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	EE Adjusts	\$ 78.64	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 352.16	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 528.24	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 308.14	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 264.12	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 484.22	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 176.08	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 44.02	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 220.10	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
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EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90465	THE STANDARD - LIFE - ER AFTER TAX- DIVISION 0003	STD - Short Term Disability in Lieu of SDI	\$ 132.06	
90466	US BANK	ADMIN FEES BOND SERIES 2016	\$ 2,525.00	
90467	USA BLUEBOOK	WATER QUALITY SUPPLIES	\$ 404.18	
90468	VEOLIA WTS ANALYTICAL INSTRUMENTS INC	FBR TOC Repair	\$ 1,843.60	
90468	VEOLIA WTS ANALYTICAL INSTRUMENTS INC	FBR TOC Repair	\$ 1,843.60	
90469	WATER SYSTEMS CONSULTING INC	PSA for Water Use Efficiency Master Plan	\$ 7,272.48	
90469	WATER SYSTEMS CONSULTING INC	PSA for Water Use Efficiency Master Plan	\$ 7,300.50	
90470	LANDSEA FONTANA LLC	Customer Refund	\$ 28.11	
90471	CLARK & SONS	Customer Refund	\$ 1,300.00	
90472	C. P. CONSTRUCTION CO.INC	Customer Refund	\$ 2,421.99	
90473	MATICH CORPORATION	Customer Refund	\$ 357.90	
90474	MATICH CORPORATION	Customer Refund	\$ 188.95	
90475	STICE COMPANY INC	Customer Refund	\$ 188.95	
90476	LS-FONTANA LLC	Customer Refund	\$ 718.24	
90477	KZ MILLER CONSTRUCTION, INC.	Customer Refund	\$ 318.00	
90478	RIVERSIDE CONSTRUCTION CO	Customer Refund	\$ 84.21	
90479	HARDY & HARPER INC	Customer Refund	\$ 81.88	
90480	DONLON BUILDERS	Customer Refund	\$ 3,177.40	
90481	STICE COMPANY INC	Customer Refund	\$ 188.95	
90482	EPC SERVICES CO	Customer Refund	\$ 194.61	
90483	HARDY & HARPER INC	Customer Refund	\$ 3,023.61	
90484	INLAND VALLEY CONTRACTING	Customer Refund	\$ 260.21	
90485	SKANSKA USA CIVIL WEST	Customer Refund	\$ 1,361.90	
90486	BREMCO CONSTRUCTION INC	Customer Refund	\$ 188.95	
90487	PAVEMENT REHAB COMPANY	Customer Refund	\$ 78.69	
90488	KIEWIT PACIFIC CO	Customer Refund	\$ 78.69	
90489	KEC ENGINEERING	Customer Refund	\$ 202.89	
90490	K. HOVNIANIAN HOMES	Customer Refund	\$ 188.95	
90491	HERMAN WEISSKER INC	Customer Refund	\$ 81.45	
90492	BHL INDUSTRIES INC	Customer Refund	\$ 123.81	
90493	OHL USA INC	Customer Refund	\$ 1,013.20	
90494	PARKWEST CONSTRUCTION CO.	Customer Refund	\$ 675.58	
90495	LS-FONTANA LLC	Customer Refund	\$ 188.95	
90496	LARRY JACINTO CONSTRUCTION INC	Customer Refund	\$ 2,143.17	
90497	LS-FONTANA LLC	Customer Refund	\$ 188.95	
90498	K. HOVNIANIAN	Customer Refund	\$ 188.95	
90499	NORTH FONTANA INVESTMENT LLC	Customer Refund	\$ 264.53	
90500	VANCE CORPORATION	Customer Refund	\$ 47.75	
90501	LUIS ORTIZ	Customer Refund	\$ 188.95	
90502	BOUDREAU PIPELINE CORP	Customer Refund	\$ 188.95	
90503	CALMEX ENGINEERING INC	Customer Refund	\$ 188.95	
90504	SYCAMORE RIALTO, LLC	Customer Refund	\$ 1,029.42	
90505	LARRY JACINTO CONSTRUCTION INC	Customer Refund	\$ 78.69	
90506	FERREIRA CONSTRUCTION CO	Customer Refund	\$ 293.97	
90507	FRANCISCO INCHAURREGUI	Customer Refund	\$ 34.47	
90508	XEBEC BUILDING COMPANY	Customer Refund	\$ 188.95	
90509	ATHENS SERVICES	Customer Refund	\$ 3,028.70	
90510	HI TECH EXPRESS NO FONTANA	Customer Refund	\$ 106.29	
90511	LP, CARSON VA INDUSTRIAL II	Customer Refund	\$ 188.95	
90512	DONLON BUILDERS	Customer Refund	\$ 202.89	
90513	BOYD, RICHARD	Customer Refund	\$ 1,608.62	
90514	FULLMER CONSTRUCTION	Customer Refund	\$ 120.09	
90515	LENNAR HOMES OF CALIFORNIA INC.	Customer Refund	\$ 122.85	
90516	BREMCO CONSTRUCTION INC	Customer Refund	\$ 3,318.93	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90517	MONICA GARCIA	Customer Refund	\$ 98.01	
90518	BOBERG ENGINEERING & CONTRACTING INC	Customer Refund	\$ 1,040.55	
90519	C.P. CONSTRUCTION	Customer Refund	\$ 125.97	
90520	TELACU CONSTRUCTION MANAGEMENT	Customer Refund	\$ 188.95	
90521	C.P. CONSTRUCTION	Customer Refund	\$ 416.82	
90522	ARB, INC.	Customer Refund	\$ 18.90	
90523	FULLMER CONSTRUCTION	Customer Refund	\$ 188.95	
90524	WESTERN STATES CONSTRUCTION	Customer Refund	\$ 144.86	
90525	INC., BRAUGHTON CONSTRUCTION	Customer Refund	\$ 99.17	
90526	NAKAE & ASSOCIATES INC.	Customer Refund	\$ 86.97	
90527	LENNAR HOMES OF CALIFORNIA INC.	Customer Refund	\$ 188.95	
90528	VERITAS CONSTRUCTION LLC	Customer Refund	\$ 1,582.63	
90529	RICHMOND AMERICAN HOMES	Customer Refund	\$ 89.73	
90530	NAKAE & ASSOCIATES INC.	Customer Refund	\$ 138.57	
90531	TK CONSTRUCTION	Customer Refund	\$ 188.95	
90532	Boberg Engineering Inc.	Customer Refund	\$ 216.69	
90533	D.R. HORTON	Customer Refund	\$ 188.95	
90534	OHL USA INC	Customer Refund	\$ 1,502.38	
90535	FULLMER CONSTRUCTION	Customer Refund	\$ 188.95	
90536	INC., WHEELER PAVING	Customer Refund	\$ 452.07	
90537	LENNAR HOMES OF CALIFORNIA INC.	Customer Refund	\$ 188.95	
90538	FLEET YARDS INC	Customer Refund	\$ 125.97	
90539	TETRA TECH	Customer Refund	\$ 870.30	
90540	EBS GENERAL	Customer Refund	\$ 190.50	
90541	STICE COMPANY INC	Customer Refund	\$ 2,167.70	
90542	T-9 ENTERPRISES INC	Customer Refund	\$ 213.93	
90543	LYTLE DEVELOPMENT	Customer Refund	\$ 188.95	
90544	NORTH FONTANA INVESTMENT COMPANY	Customer Refund	\$ 197.37	
90545	KPRS CONSTRUCTION SERV	Customer Refund	\$ 1,119.07	
90546	CONSTRUCTION, KASA	Customer Refund	\$ 114.57	
90547	KPRS	Customer Refund	\$ 94.48	
90548	ARB INC	Customer Refund	\$ 188.95	
90549	UNITED PAVING CO	Customer Refund	\$ 151.16	
90550	GREGG ELECTRIC INC	Customer Refund	\$ 49.55	
90551	LANDSEA FONTANA LLC	Customer Refund	\$ 387.81	
90552	GREGG ELECTRIC INC	Customer Refund	\$ 50.38	
90553	DUNN, NOEL	Customer Refund	\$ 50.38	
90554	COBURN EQUIPMENT INC	Customer Refund	\$ 3,700.00	
90555	E AVICO INC	Customer Refund	\$ 88.18	
90556	CITY OF FONTANA-PK & RIDE	Customer Refund	\$ 140.04	
90557	Inc., Elite Premier Investments,	Customer Refund	\$ 7.57	
90558	Estate, Buskey Team Real	Customer Refund	\$ 139.79	
90559	HURTADO, SERGIO	Customer Refund	\$ 87.85	
90560	LENNAR CORP	Customer Refund	\$ 0.57	
90561	GUSMAN, CLIFFORD	Customer Refund	\$ 53.59	
90562	LLC, DB Residential,	Customer Refund	\$ 31.14	
90563	Inc, Mesa Properties	Customer Refund	\$ 210.24	
90564	LAND SEA FONTANA LLC	Customer Refund	\$ 18.27	
90565	LANDSEA FONTANA LLC	Customer Refund	\$ 505.17	
90566	INLAND VALLEY CONTRACTING	Customer Refund	\$ 3,782.94	
90567	AMES CONSTRUCTION	Customer Refund	\$ 1,364.57	
90568	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$ 56.48	
90568	AIRGAS USA LLC	MAINTENANCE SUPPLIES	\$ 278.98	
90569	AMAZON.COM SALES INC	MAINTENANCE SUPPLIES	\$ 979.42	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90569	AMAZON.COM SALES INC	OFFICE SUPPLIES	\$ 159.36	
90569	AMAZON.COM SALES INC	2026 CALENDARS	\$ 31.66	
90569	AMAZON.COM SALES INC	VEHICLE MAINTENANCE SUPPLIES	\$ 60.55	
90569	AMAZON.COM SALES INC	Amazon Computer Supplies Nov 2025	\$ 1,921.91	
90569	AMAZON.COM SALES INC	PURCHASING SUPPLIES	\$ 43.17	
90569	AMAZON.COM SALES INC	PURCHASING SUPPLIES	\$ 26.93	
90570	APPLEONE EMPLOYMENT SERVICES	OUTSIDE LABOR-KARA JOHNSON	\$ 3,875.63	
90570	APPLEONE EMPLOYMENT SERVICES	OUTSIDE LABOR-KARA JOHNSON	\$ 4,248.06	
90570	APPLEONE EMPLOYMENT SERVICES	OUTSIDE LABOR-KARA JOHNSON	\$ 3,851.60	
90571	AQUA-METRIC SALES CO	AQUA METRIC ORDER 1/12/26	\$ 9,526.64	
90571	AQUA-METRIC SALES CO	Aqua metrics stock order 2.18.26	\$ 694.34	
90571	AQUA-METRIC SALES CO	Aqua metrics stock order 2.18.26	\$ 7,429.78	
90572	ATKINSON ANDELSON LOYA RUUD & ROMO	LEGAL FEES JAN 2026	\$ 27,405.00	
90573	AUTOZONE STORES LLC	VEHICLE MAINTENANCE SUPPLIES	\$ 6.26	
90573	AUTOZONE STORES LLC	2014 F150 TRUCK BATTERY	\$ 151.77	
90574	CALIFORNIA STRATEGIES & ADVOCACY LLC	State Lobbyist Services	\$ 12,500.00	
90575	CINTAS CORPORATION NO 2	HR SAFETY SUPPLIES	\$ 138.95	
90575	CINTAS CORPORATION NO 2	HR SAFETY SUPPLIES	\$ 281.23	
90576	CITY OF COLTON	PERMIT FEE-ENG26-0051	\$ 618.00	
90577	CITY OF RIALTO	UTILITY USER TAX JAN 2026	\$ 6,960.11	
90577	CITY OF RIALTO	UTILITY USER TAX JAN 2026	\$ (179.81)	
90578	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT FEE-ENGE25-0173	\$ 958.70	
90578	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT FEE-804 W CHESHIRE	\$ 958.70	
90578	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT FEE-249 E ARBETH	\$ 958.70	
90578	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT FEE-2132 N SYCAMORE	\$ 958.70	
90578	CITY OF RIALTO-ENGINEERING SERVICES DEPARTMENT	PERMIT FEE-2706 LILAC	\$ 958.70	
90579	COLONIAL SUPPLEMENTAL INSURANCE	EE Adjusts	\$ (15.31)	
90579	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,920.19	
90579	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,097.59	
90579	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,590.17	
90579	COLONIAL SUPPLEMENTAL INSURANCE	COLONIAL	\$ 1,097.54	
90580	CORE & MAIN LP	Core and Main	\$ 728.33	
90580	CORE & MAIN LP	Core and Main	\$ 743.90	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 77.58	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 94.01	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 204.70	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 135.82	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 1,991.79	
90580	CORE & MAIN LP	STOCK ORDER 08/11/25	\$ 112.90	
90581	CUSTOM WATER, INC	Water Bottles	\$ 1,327.76	
90582	DIGITAL IMAGE SOLUTIONS, LLC	OFFICE SUPPLIES	\$ 684.88	
90583	EWING IRRIGATION PRODUCTS INC	MAINTENANCE SUPPLIES/TOOLS	\$ 943.69	
90584	FEDEX	MAILING FEES	\$ 26.07	
90584	FEDEX	MAILING FEES	\$ 2.25	
90584	FEDEX	MAILING FEES	\$ 13.80	
90584	FEDEX	MAILING FEES	\$ 139.77	
90585	FERGUSON ENTERPRISES INC # 677	BRASS VALVE ORDER 11/17	\$ 624.91	
90585	FERGUSON ENTERPRISES INC # 677	BRASS VALVE ORDER 11/17	\$ 1,189.04	
90585	FERGUSON ENTERPRISES INC # 677	BRASS VALVE ORDER 11/17	\$ 831.92	
90585	FERGUSON ENTERPRISES INC # 677	FORD ORDER 11/19	\$ 980.76	
90585	FERGUSON ENTERPRISES INC # 677	FORD ORDER 11/19	\$ 327.95	
90585	FERGUSON ENTERPRISES INC # 677	FORD ORDER 11/19	\$ 257.87	
90585	FERGUSON ENTERPRISES INC # 677	FORD ORDER 11/19	\$ 197.75	
90585	FERGUSON ENTERPRISES INC # 677	FORD ORDER 11/19	\$ 145.46	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90586	FMB TRUCK OUTFITTERS, INC.	MAINTENANCE SUPPLIES	\$ 32.27	
90587	GARDA CL WEST INC	ARMORED TRANSPORT-FEB 2026	\$ 664.24	
90587	GARDA CL WEST INC	ARMORED TRANSPORT-JAN 2026	\$ 11.38	
90588	GRAINGER INC	PRODUCTION SUPPLIES	\$ 66.16	
90588	GRAINGER INC	PRODUCTION SUPPLIES	\$ 651.24	
90588	GRAINGER INC	ROEMER SUPPLIES	\$ 998.87	
90588	GRAINGER INC	ROEMER SUPPLIES	\$ 536.74	
90588	GRAINGER INC	ROEMER SUPPLIES	\$ 950.30	
90588	GRAINGER INC	ROEMER SUPPLIES	\$ 748.74	
90588	GRAINGER INC	ROEMER SUPPLIES	\$ 693.62	
90589	GREEN, CURTIS	CUSTOMER REFUND	\$ 43.41	
90590	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 462.00	
90590	I.U.O.E., LOCAL UNION NO. 12	I.U.O.E LOCAL 12 UNION DUES	\$ 462.00	
90591	INDUSTRIAL METAL SUPPLY CO	MAINTENANCE SUPPLIES	\$ 85.80	
90592	IPAYSMART INC	JANUARY 2026 ACH FEES	\$ 2,343.40	
90593	JOHNSON'S HARDWARE	PRODUCTION SUPPLIES	\$ 16.13	
90593	JOHNSON'S HARDWARE	PRODUCTION SUPPLIES	\$ 32.84	
90593	JOHNSON'S HARDWARE	PRODUCTION SUPPLIES	\$ 105.63	
90594	LEGAL SHIELD	LEGALSHIELD	\$ 216.81	
90594	LEGAL SHIELD	LEGALSHIELD	\$ 196.84	
90595	LUXOR PALACE INC	VENUE-12/05/26	\$ 2,700.00	
90596	MIKE ROQUET CONSTRUCTION, INC.	Street Paving, Patching, and Repairs	\$ 14,374.16	
90597	NAVEX GLOBAL INC	POLICYTECH PROFESSIONAL SUBSCRIPTION	\$ 16,195.72	
90598	ORANGE COUNTY WINWATER WORKS	HYDRANT STOCK ORDER	\$ 563.49	
90599	P&S TRUCK SUPPLY INC.	MAINTENANCE SUPPLIES	\$ 71.32	
90600	PATTON SALES CORP	MAINT SHOP SUPPLIES	\$ 149.47	
90601	PRES-TECH PRES TECH EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 915.56	
90601	PRES-TECH PRES TECH EQUIPMENT COMPANY	MAINTENANCE SUPPLIES	\$ 716.22	
90602	QUINN COMPANY	EQUIPMENT MAINTENANCE	\$ 891.09	
90602	QUINN COMPANY	EQUIPMENT MAINTENANCE	\$ 390.90	
90603	RIALTO WATER SERVICES	ROEMER 12/31/25-01/31/26	\$ 72.51	
90604	S&J SUPPLY CO INC	S&J SUPPLY ORDER 1/12/26	\$ 82.56	
90604	S&J SUPPLY CO INC	S&J SUPPLY ORDER 1/12/26	\$ 39.54	
90604	S&J SUPPLY CO INC	S&J SUPPLY ORDER 1/12/26	\$ 5.25	
90604	S&J SUPPLY CO INC	S&J SUPPLY ORDER 1/12/26	\$ 2.02	
90604	S&J SUPPLY CO INC	S&J SUPPLY ORDER 1/12/26	\$ 213.95	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 52.80	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 41.48	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 27.90	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 6.47	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 8.57	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 4.84	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 910.79	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 13.89	
90604	S&J SUPPLY CO INC	S&J stock s100264427.001	\$ 674.36	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 25.31	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 296.31	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 107.75	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 75.90	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 902.54	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 40.50	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 27.77	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 26.83	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 19.40	

WEST VALLEY WATER DISTRICT

CASH DISBURSEMENT REPORT
FEBRUARY 2026

EFT/Check #	Vendor Name	Description	O & M Amount	CIP Amount
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 15.45	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 8.92	
90604	S&J SUPPLY CO INC	Stock Order 02/04/2026	\$ 150.85	
90605	SB & RIVERSIDE COUNTIES FIRE EQUIP	FIRE EXTINGUISHERS MAINTENANCE	\$ 1,300.80	
90605	SB & RIVERSIDE COUNTIES FIRE EQUIP	FIRE EXTINGUISHERS MAINTENANCE	\$ 417.97	
90606	SOCAL STEAM CHALLENGE	SOcal STEAM sponsorship	\$ 1,000.00	
90607	SUNBELT RENTALS	Scissor lift for booster 4-2	\$ 623.36	
90608	TESCO CONTROLS INC	ROEMER SERVICES	\$ 3,375.00	
90609	THE STANDARD - EE AFTER TAX-DIVISION 0001	EE Adjusts	\$ (48.37)	
90609	THE STANDARD - EE AFTER TAX-DIVISION 0001	EMPLOYEE AFTER-TAX	\$ 770.46	
90609	THE STANDARD - EE AFTER TAX-DIVISION 0001	EMPLOYEE AFTER-TAX	\$ 770.51	
90610	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 745.30	
90610	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 506.00	
90610	UNDERGROUND SERVICE ALERT	NEW TICKETS	\$ 211.37	
90611	USA BLUEBOOK	ROEMER SUPPLIES	\$ 275.98	
90612	YO FIRE	FORD BRASS ORDER 08/28/25	\$ 827.52	
90612	YO FIRE	30153 Order	\$ 3,707.68	
90612	YO FIRE	INVENTORY ORDER	\$ 4.31	
90612	YO FIRE	INVENTORY ORDER	\$ 6.45	
90612	YO FIRE	INVENTORY ORDER	\$ 12.93	
90612	YO FIRE	INVENTORY ORDER	\$ 12.93	
90612	YO FIRE	INVENTORY ORDER	\$ 91.59	
90612	YO FIRE	INVENTORY ORDER	\$ 253.21	
90612	YO FIRE	INVENTORY ORDER	\$ 341.57	
90612	YO FIRE	INVENTORY ORDER	\$ 1,993.38	
90612	YO FIRE	INVENTORY ORDER	\$ 11,583.13	
90612	YO FIRE	INVENTORY ORDER	\$ 6.47	
90612	YO FIRE	Yofire 02/04/26	\$ 278.00	
90612	YO FIRE	Yofire 02/04/26	\$ 1,368.42	
90612	YO FIRE	Yofire 02/04/26	\$ 9,460.45	
90612	YO FIRE	Yo Fire stock order -206891	\$ 9.41	
90612	YO FIRE	Yo Fire stock order -206891	\$ 77.47	
90612	YO FIRE	Yo Fire stock order -206891	\$ 2,316.63	
90612	YO FIRE	30153 Order	\$ 6,713.90	
90612	YO FIRE	PRODUCTION SUPPLIES	\$ 683.14	
90612	YO FIRE	MAINTENANCE SHOP SUPPLIES	\$ 452.55	
90612	YO FIRE	MAINTENANCE SHOP SUPPLIES	\$ 533.36	
90612	YO FIRE	Emergency Repair Parts for Live Oak	\$ 1,524.08	
			SUBTOTALS \$ 1,194,330.88	\$ 1,901,457.16
			GRAND TOTAL	\$ 3,095,788.04

Exhibit B

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2025 - 2026**

Report Month	Description	From	To	Gross Wages Paid
July 2025	Pay Period - Separation	06/21/25	07/04/25	1,515.84
July 2025	Pay Period #1	06/01/25	06/30/25	9,751.05
July 2025	Pay Period #14	06/20/25	07/04/25	466,932.13
July 2025	Pay Period #15	07/04/25	07/18/25	429,103.28
Total for July 2025				905,786.46
August 2025	Monthly Pay Period #8	07/01/25	07/31/25	10,401.12
August 2025	Pay Period #16	07/18/25	08/01/25	416,881.36
August 2025	Pay Period #17	08/01/25	08/15/25	415,691.02
Total for August 2025				842,973.50
September 2025	Pay Period #18	08/15/25	08/29/25	408,812.97
September 2025	Monthly Pay Period #9	08/01/25	08/31/25	10,834.50
September 2025	Pay Period #18 (Correction)	08/15/25	08/29/25	226.40
September 2025	Pay Period #19	08/29/25	09/12/25	407,443.07
Total for September 2025				827,316.94
October 2025	Monthly Pay Period #10	09/01/25	09/30/25	10,834.50
October 2025	Pay Period #20	09/13/25	09/27/25	414,859.18
October 2025	Pay Period #21	09/27/25	10/10/25	413,167.87
October 2025	Pay Period #22	10/10/25	10/24/25	435,853.16
Total for October 2025				1,274,714.71
November 2025	Manual Check (Settlement)	11/05/25	11/05/25	50,000.00
November 2025	Monthly Pay Period #11	11/01/25	11/30/25	11,029.44
November 2025	Pay Period #23	10/24/25	11/07/25	417,002.28
November 2025	Supplemental Pay (Longevity & SLCO)	11/20/25	11/20/25	83,518.08
November 2025	Supplemental Pay (Longevity & SLCO)-1EE	11/24/25	11/24/25	2,405.60
November 2025	Pay Period #24	11/07/25	11/21/25	430,207.59
Total for November 2025				994,162.99
December 2025	Monthly Pay Period #12	11/01/25	11/30/25	10,920.96
December 2025	Pay Period #25	11/21/25	12/05/25	416,449.05
December 2025	Pay Period #26	12/05/25	12/19/25	428,917.33
Total for December 2025				856,287.34

**WEST VALLEY WATER DISTRICT
PAYROLL GROSS WAGES
FISCAL YEAR 2025 - 2026**

Report Month	Description	From	To	Gross Wages Paid
			12/31/25	
January 2026	Monthly Pay Period #1	12/01/25	12/31/25	11,376.00
January 2026	Pay Period #1	12/20/25	01/02/26	421,416.41
January 2026	Separation	01/07/26	01/07/26	1,163.67
January 2026	Pay Period #2	01/03/26	01/16/26	389,663.44
	Total for January 2026			<u>823,619.52</u>
February 2026	Monthly Pay Period #2	01/01/26	01/31/26	11,376.00
February 2026	Pay Period #3	01/17/26	01/30/26	404,269.01
February 2026	Pay Period #4	01/31/26	02/13/26	404,573.04
	Total for February 2026			<u>830,619.17</u>

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
FEBRUARY 2026**

Date	Item	Check No. or EFT	Amount
02/05/26	Monthly Pay Period #2	n/a	0.00
02/05/26	Pay Period #3	n/a	0.00
02/19/26	Pay Period #4	n/a	0.00
	Total Checks		<u>0.00</u>
02/05/26	Monthly Pay Period #2 Direct Deposits	EFT	9,708.24
02/05/26	Federal Tax Withheld Social Security & Medicare	EFT	2,414.86
02/05/26	State Tax Withheld and State Disability Insurance	EFT	187.23
02/05/26	Pay Period #3 Direct Deposits	EFT	266,897.06
02/05/26	Federal Tax Withheld Social Security & Medicare	EFT	106,240.70
02/05/26	State Tax Withheld	EFT	18,139.21
02/05/26	Lincoln Deferred Compensation Withheld	EFT	13,680.76
02/05/26	Lincoln - 401a	EFT	0.00
02/05/26	Lincoln - ROTH	EFT	590.00
02/05/26	Lincoln - Employer Match Benefit	EFT	3,325.00
02/05/26	Lincoln - 401a Employer Match Benefit	EFT	0.00
02/05/26	Nationwide Deferred Compensation Withheld	EFT	7,094.30
02/05/26	Nationwide - Employer Match Benefit	EFT	1,125.00
02/05/26	Nationwide 401a	EFT	0.00
02/05/26	Nationwide ROTH	EFT	100.00
02/05/26	Nationwide - 401a Employer Match Benefit	EFT	0.00
02/05/26	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	0.00
02/05/26	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	0.00
02/05/26	California State Disbursement	EFT	1,567.81
02/05/26	Sterling Administration - FSA & Dependent Care	EFT	1,691.68
02/19/26	Pay Period #4 Direct Deposits	EFT	269,182.04
02/19/26	Federal Tax Withheld Social Security & Medicare	EFT	106,612.03
02/19/26	State Tax Withheld and State Disability Insurance	EFT	18,001.15
02/19/26	Lincoln Deferred Compensation Withheld	EFT	13,355.16
02/19/26	Lincoln - 401a	EFT	0.00
02/19/26	Lincoln - ROTH	EFT	590.00
02/19/26	Lincoln - Employer Match Benefit	EFT	3,325.00
02/19/26	Lincoln - 401a Employer Match Benefit	EFT	0.00
02/19/26	Nationwide Deferred Compensation Withheld	EFT	6,694.30
02/19/26	Nationwide - Employer Match Benefit	EFT	1,125.00
02/19/26	Nationwide 401a	EFT	0.00
02/19/26	Nationwide ROTH	EFT	100.00
02/19/26	CalPERS Retirement - Classic (EPMC and ER contribution)	EFT	0.00
02/19/26	CalPERS Retirement - 2nd Tier (EE and ER contribution)	EFT	0.00
02/19/26	California State Disbursement	EFT	1,567.81
02/19/26	Sterling Administration - FSA & Dependent Care	EFT	1,691.68

**WEST VALLEY WATER DISTRICT
EFT AND PAYROLL ITEMS
FEBRUARY 2026**

Date	Item	Check No. or EFT	Amount
02/02/26	Sterling Administration - FSA & Dependent Care for Pay Day: 01/22/26	EFT	1,691.68
02/03/26	Employment Development Dept. UI Benefit Charge QE 12/31/25	EFT	8,191.00
02/18/26	CalPERS Retirement - Classic (EPMC and ER contribution) PPE: 01/16/26	EFT	37,581.50
02/18/26	CalPERS Retirement - 2nd Tier (EE and ER contribution) PPE: 01/16/26	EFT	27,340.08
	Total EFT		<u>929,810.28</u>
	Grand Total Payroll Cash		<u>929,810.28</u>



STAFF REPORT

DATE: March 19, 2026
TO: Finance Committee
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Treasurer's Report - January 2026

STRATEGIC GOAL:

Strategic Goal 6 – Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a Data Driven Approach and Financial-Based Decision-Making

MEETING HISTORY:

N/A

BACKGROUND:

On a monthly basis the Finance Committee meets with the General Manager and Finance Staff to review the Treasurer's Report that covers the prior month. This encompasses balances, reserve levels, reserve classifications, interest earned, investment maturities, re-investments made during the month, and compliance with the State of California Local Agency Investment Guidelines.

DISCUSSION:

West Valley Water District ("District") contracts with the Clifton Larson Allen LLP to prepare the monthly Treasurer's Report. This is an independent report that opines on the investment balances, classifications, and activity. This report also examines the District's investment policy to ensure that it follows the State of California's Local Agency Investment Guidelines (Government Code Section 53601(b)). The Treasurer Report for the month of January 2026 **Exhibit A** is presented to the Finance Committee for review and discussion.

FISCAL IMPACT:

The monthly cost of \$3,100 for completion of the report was included in the FY 2025-26 annual budget.

REQUESTED ACTION:

Forward a recommendation to the Board of Directors to approve the January 2026 Treasurer's Report.

Attachments

[Exhibit A - Treasurer Report January 2026.pdf](#)

EXHIBIT A

**West Valley Water District
Cash, Investment & Reserve Balances - January 31, 2026**

Institution/Investment Type	December 2025 Balance	January 2026 Balance	OPERATING CASH	Minimum Balance	Target Balance	Maximum Balance
Funds Under Control of the District:						
District Cash Drawers	\$ 4,300.00	\$ 4,300.00	Balance Available for Daily Operations	\$ 28,393,800.49	\$ 30,539,008.24	\$ 17,707,471.62
	\$ 4,300.00	\$ 4,300.00	Total Operating Cash	\$ 28,393,800.49	\$ 30,539,008.24	\$ 17,707,471.62
Checking and Savings:			UNRESTRICTED RESERVES			
Chase - General Government Checking	\$ 3,413,548.81	\$ 1,255,531.31	CAPITAL RESERVES			
Chase - Special Rebate Checking	\$ -	\$ -	Capital Project Account - 100% FY 25-26	\$ 27,656,397.00	\$ 27,656,397.00	\$ 32,000,000.00
Chase - UTC Routine Checking	\$ 5,000.56	\$ 5,000.56	Capital Project Account-25% FY 26-27	\$ 1,818,250.00	\$ 1,818,250.00	\$ 8,000,000.00
Chase - UTC Non-Routine Checking	\$ 48,636.50	\$ 48,636.50	Emergency Account	\$ (2,145,207.75)	\$ (4,290,415.50)	\$ (6,435,623.25)
	\$ 3,467,185.87	\$ 1,309,168.37	LIQUIDITY FUNDS	\$ 27,329,439.25	\$ 25,184,231.50	\$ 33,564,376.75
State of California, Local Agency Investment Fund*	\$ 16,820,051.33	\$ 27,494,922.07	Rate Stabilization Account	\$ 4,451,391.37	\$ 4,451,391.37	\$ 5,935,188.49
US Bank - Chandler Asset Mgmt	\$ 63,253,767.09	\$ 63,272,140.85	Operating Reserve Account	\$ 8,902,782.74	\$ 8,902,782.74	\$ 11,870,376.99
US Bank - Chandler Liquidity Fund	\$ 54,757,772.06	\$ 45,898,049.55	OTHER OPERATING RESERVES	\$ 13,354,174.11	\$ 13,354,174.11	\$ 17,805,565.48
CalTrust Pooled Investment Fund - Short Term	\$ -	\$ -	Self-Insurance Reserve	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
CalTrust Pooled Investment Fund - Medium Term	\$ -	\$ -	Total Unrestricted Reserves	\$ 5,000,000.00	\$ 5,000,000.00	\$ 5,000,000.00
U. S. Treasury Bills	\$ -	\$ -	Total OP Cash & UR Reserves	\$ 45,683,613.36	\$ 43,538,405.61	\$ 56,369,942.23
Government Agencies (Federal Home Loan Bank)	\$ -	\$ -	RESTRICTED RESERVES	\$ 74,077,413.85	\$ 74,077,413.85	\$ 74,077,413.85
	\$ -	\$ -	2016A Bond	\$ 2,582.64	\$ 2,582.64	\$ 2,582.64
Total	\$ 138,303,076.35	\$ 137,978,580.84	Customer Deposit Accounts	\$ 4,905,409.23	\$ 4,905,409.23	\$ 4,905,409.23
Funds Under Control of Fiscal Agents:			Capacity Charge Acct Balance	\$ 54,161,046.66	\$ 54,161,046.66	\$ 54,161,046.66
US BANK			California DWSRF Loan Payment	\$ 1,834,711.10	\$ 1,834,711.10	\$ 1,834,711.10
2016A Bond - Principal & Payment Funds	\$ 1,400.21	\$ 1,404.27	CIP account in LAIF for capital purposes	\$ 3,000,000.00	\$ 3,000,000.00	\$ 3,000,000.00
2016A Bond - Interest Fund	\$ 1,174.96	\$ 1,178.37	Total Restricted Reserves	\$ 63,903,749.63	\$ 63,903,749.63	\$ 63,903,749.63
Total	\$ 2,575.17	\$ 2,582.64	Total Cash & Investments	\$ 137,981,163.48	\$ 137,981,163.48	\$ 137,981,163.48
Grand Total	\$ 138,305,651.52	\$ 137,981,163.48				

I hereby certify that the investment activity for this reporting period conforms with the investment policy adopted by the West Valley Water District Board of Directors and the California Government Code Section 53601

I also certify that there are adequate funds available to meet the District's Budget.

Chief Financial Officer

*Quarterly interest posted the month following the quarter end.

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District’s accounting staff. From this conversation, we believe the District’s accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Total Fund Balance

When comparing the District’s total fund balances month-over-month between January 2026 (\$137,981,163.48) and December 2025 (\$138,305,651.50), CLA found the fund balance decreased by \$324,488.02 between January 2026 and December 2025.

U.S. Bank Chandler Custodial Account

Cash/Money Market - Per Section 9.11 of the District’s investment policy, “The company shall have met either one of the following criteria: 1) attained the highest ranking or the highest letter and numerical rating provided by not less than two NRSROs “Nationally Recognized Statistical Rating Organization” or 2) retained an investment adviser registered or exempt from registration with the Securities and Exchange Commission with not less than five years of experience managing money market mutual funds with assets under management in excess of five hundred million dollars.” Based on Chandler Asset Management’s reconciliation summary for the period ending January 31, 2026, CLA was able to confirm the District’s cash and money-market securities were in accordance with the investment policy. CLA compared various financial documents for the District's cash and securities and found that all the District's holdings were in alignment with the requirements set forth in the investment policy.

In addition to ensuring that the District’s money market funds attained the highest ranking provided by more than one NRSRO, the District also met the requirements outlined in Section 9.11 of the investment policy through its established relationship with Chandler Asset Management. With total assets under management of over \$42 billion with over thirty-five years of experience in managing money market mutual funds, Chandler Asset Management exceeds the requirements of the District’s policy.

Per the investment policy, the maximum percentage of District investments in money market funds is capped at 20%. Similarly, the allowable mutual fund and money market account instruments per California government code (Sections 53601(l) and 53601.6(b)) for local government entities are also capped at 20%. The District’s money market balance percentage as of January 31, 2026 is 4.64%. Therefore, the District is following both the investment policy and California governmental code.

United States Treasury Issues – Per Section 9.1 of the investment policy, “there’s no limitation as to the percentage of the portfolio that may be invested in this category.”

The District’s investment policy is in uniformity with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(b)). These guidelines establish that maximum investment maturities for United States Treasury Obligations are limited to five years. However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five-year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity

limit. These guidelines do not establish a maximum specified percentage of the District’s investment portfolio for United States Treasury Obligations.

As of January 31, 2026, 53.38% of the District’s total portfolio is invested in United States Treasury Issues. There were couple investments that exceeded the 5 year maturity. With no maximum percentage established for United States Treasury Issues, the District is in conformity with the investment policy and the State of California’s Local Agency Investment Guidelines.

Negotiable Certificates of Deposit – Section 9.4 of the District’s investment policy states “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO.” All instruments categorized as negotiable certificates of deposit in the District’s portfolio follow Section 9.4 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on the Chandler report, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.4 of the investment policy, the maximum percentage of investments in negotiable certificates of deposit is 30% of the portfolio.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(i)) regarding negotiable certificates of deposit. These guidelines establish a maximum specified percentage of the District’s investment portfolio for certificates of deposit at 30%. The State of California’s guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Negotiable certificates of deposit constitute 0.0% of the District’s total investment balance as of January 31, 2026. Therefore, the District is following both the investment policy and the State of California’s standards.

Medium-Term Notes – Section 9.10 of the District’s investment policy states “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO.” The investment policy also states that medium-term notes should have a “maximum remaining maturity of five years or less.” All instruments categorized as medium-term notes in the District’s portfolio follow Section 9.10 of the investment policy, as each security has a satisfactory long-term debt rating, and the investment matures within the five-year time frame as dictated in the policy. Based on CLA’s analysis, the purchase dates for all medium-term notes fall within the five-year framework established in the investment policy.

Per Section 9.10 of the investment policy, the maximum percentage of investments in medium short-term notes is 30% of the portfolio.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(k)) regarding medium-term notes. These guidelines establish a maximum specified percentage of the District’s investment portfolio for medium-term notes at 30%. The State of California’s guidelines also establish that maximum investment maturities for medium-term notes are limited to five years.

Medium-term notes constitute 9.76% of the District’s total investment balance as of January 31, 2026. Therefore, the District is following both the investment policy and the State of California’s standards.

Federal Agency Obligations – Per Section 9.5 of the District’s investment policy, “there is no limitation as to the percentage of the portfolio that may be invested in this category, however, purchases of callable Federal Agency obligations are limited to a maximum of 30 percent of the portfolio.” Although the policy does not explicitly list the bond rating requirements for federal agency obligations, all the District’s current federal agency holdings are rated AAA by multiple NRSRO’s as of January 31, 2026.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in federal agency obligations, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(f)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Federal agency obligations represent 9.64% of the District’s total investment balance as of January 31, 2026. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Municipal Bonds – Per Section 9.6 of the District’s investment policy, “purchases are limited to securities that have a long-term debt rating of at least the “A” category, or its equivalent, by a NRSRO; and/or have a short term debt rating of at least “A-1”, or its equivalent, by a NRSRO.” The maximum percentage of District investments in municipal bonds is capped at 20%.

While the State of California’s Local Agency Investment Guidelines have not established a maximum specified percentage for investments in municipal bonds, these guidelines establish that maximum investment maturities for Federal Agency Obligations are limited to five years (Government Code Section 53601(d)). However, the legislative body may grant express authority to make investments either specifically or as a part of an investment program approved by the legislative body that exceeds this five year remaining maturity limit. Such approval must be issued no less than three months prior to the purchase of any security exceeding the five-year maturity limit.

Municipal bonds represent 0.70% of the District’s total investment balance as of January 31, 2026. Therefore, the District is in accordance with both its investment policy as well as the guidelines set-forth by the State of California.

Local Agency Investment Fund (LAIF)

The State of California, Local Agency Investment Fund (LAIF) processes a same-day transaction if notified by 10:00 am. This ability satisfies the investment requirement of 24-hour liquidity as stipulated in the investment policy for the District.

Per Section 9.2 of the District’s investment policy, the maximum percentage of investments in the State of California, Local Agency Investment Fund is unlimited.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 16429.1) concerning the Local Agency Investment Fund. These

guidelines establish no maximum specified percentage of the District’s investment portfolio while also dictating no maximum maturity date for LAIF investments.

Per the Standard and Poor’s rating system, California’s Current Credit Rating is AA-, identifying the credit quality of the fund’s portfolio performance as strong.

As of the period ending January 31, 2026, the District’s Local Agency Investment Fund balance represents 19.93% of the District’s entire portfolio. Therefore, the District is following the investment policy as well as the standards of the Local Agency Investment Guidelines.

Based on the LAIF performance report dated February 18, 2026, LAIF investments had a net-yield of 3.931%. Regarding portfolio composition, LAIF fund investments were split into the following categories (percentages may not total 100% due to rounding):

- Treasuries- 57.45%
- Agencies- 23.67%
- Certificates of Deposit/Bank Notes- 9.52%
- Commercial Paper- 5.50%
- Time Deposits- 3.15%
- Loans- 0.15%
- Corporate Bonds- 0.56%

On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company, and the San Gabriel California Corporation. Per the settlement agreement, “West Valley and the non-settling plaintiffs separately asserted six claims alleging breach of contract and other claims arising from the 1961 Decree.” The 1961 Decree governs groundwater pumping from a portion of the Rialto-Colton Basin. The claims also concern the defendants (Fontana Parties) pumping from a portion of the Rialto-Colton Basin that is outside the Rialto Basin as defined by the 1961 Decree. The San Bernardino Basin Area and most but not all the Rialto-Colton Basin are located within the service area of the Valley District and this violation served as the basis of the settlement.

The settlement check was received and deposited into the District’s General Government Checking bank account and the District’s board approved the transfer of the \$3 million in settlement funds to the District’s LAIF account on April 4, 2019. While these funds have been earmarked for Capital Improvement Projects, the District has yet to allocate these funds to any specific project and the District will house all settlement funding in the LAIF account until board approval is received for the allocation of these funds.

The Investment Trust of California (Cal TRUST)

Section 9.3 of the District’s investment policy states “no limit will be placed on the percentage total in this category.” The State of California also fails to establish a maximum percentage total for investment trusts per Government Code Section 16340. As of the period ending January 31, 2026, the District’s CalTRUST investment balance represents 0% of the District’s entire portfolio. Therefore, the District is following the investment policy and the standards set-forth by the State of California as it relates to CalTRUST securities.

Bank Deposits

Based on the District’s investment policy, “Securities placed in a collateral pool must provide coverage for at least 100 percent of all deposits that are placed in that institution.” As of January 31, 2026, the District maintained balances within the FDIC limit of \$250,000 for each of its bank accounts, except for the Chase General Governmental Checking account. The Chase General Governmental Checking account maintains funds for operational purposes and normally carries a balance of at least \$800,000 which represents funding for one payroll, and one accounts payable check run. For January 2026 balance of the Chase Checking account is over the required minimum, a transfer to LAIF will occur in February 2026 to restore the balance to the appropriate threshold. In CLA’s comparison between the District’s general Checking account balances for January 2026 (\$1,255,531.31) and December 2025 (\$3,413,548.81), CLA observed a decrease in the January 2026 balance of \$2,158,017.50 versus December 2025 and variance is a result of regular activities.

During our review of the January 2026 Chase General Governmental Checking account statement, it was noted that there were 8 fraudulent activities totaling \$27,424.40. West Valley Water District (“WVWD”) has a procedure where the bank issues a check/ACH exception report for WVWD to review and reject fraudulent checks/ACHs as needed. Currently, WVWD has implemented check number and amount positive pay.

CLA also noted a few unusual transactions during our review. For the month of January, there were \$10,000,000.00 in transfers from the Liquidity Fund (matured bills) to the checking. There were transfers made from checking to LAIF totaling \$11,500,000.00.

While the District reconciles its deposit accounts monthly, CLA found that the District has historically reported the month-ending bank statement balance on the Treasurer’s Report. Because the monthly bank statement does not take any outstanding checks or other withdrawals into account, the District may be overstating the General Government Checking balances on the Treasurer’s Report, which ultimately impacts its liquidity.

In January the UTC Routine Checking account was \$5,000.56 and the UTC Non-Routine Checking account balance was \$48,636.50. The relatively low balances in both accounts (in comparison with the historical balances) is due to the CFO’s emphasis on transferring more of its unrestricted cash balances to the District’s investments accounts to take advantage of the increased rate of return.

In analyzing the accounting for the District’s cash drawers (\$3,600) and petty cash (\$700), per the District’s accounting staff, the District’s cash drawers are normally reconciled daily. Each drawer is counted by the customer service representative responsible for the drawer and a secondary count is performed by the customer service lead or supervisor prior to the funds being relinquished to the District’s armored security provider, Gaurda, for deposit daily. Cash deposits are reconciled daily by the District’s accounting department. Petty cash is normally reconciled by the accounting department monthly. The District’s accounting department provided CLA with a formalized reconciliation for the petty cash account and the cash drawers for January 2026, therefore CLA was able to agree the cash drawers and petty cash balance to the District Cash Drawers summary schedule.

Section 9.12 of the investment policy asserts that “there is no limit on the percentage of the portfolio that may be invested in bank deposits.” Similarly, the State of California’s Government Code for Allowable Investment Instruments fails to dictate any portfolio standards for general bank deposit accounts. Although no maximum has been established for amounts invested in bank deposits by the investment policy or the State of California, CLA can verify that as of January 31, 2026, the District had 0.95% of its portfolio invested in bank deposit accounts.

Commercial Paper

Commercial paper is an unsecured, short-term debt instrument issued by a corporation, typically for the financing of accounts payable and inventories and meeting short-term liabilities. Commercial paper is usually issued at a discount from face value and typically reflects prevailing market interest rates. Per section 9.8 of the investment policy, the entity that issues the commercial paper should meet all the following conditions “(i) is organized and operating in the United States as a general corporation, (ii) has total assets in excess of five hundred million dollars (\$500,000,000), and (iii) has debt other than commercial paper, if any, that is rated at least the “A” category by a NRSRO. For a commercial paper investment to be eligible for the District, the commercial paper shall not have a maximum maturity of 270 days or less and no more than 25% of the District’s portfolio may be invested in this category.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601 (h)) regarding Commercial Paper. These guidelines establish a maximum specified percentage of the District’s investment portfolio for commercial paper at 25%. The State of California’s guidelines also establish that maximum investment maturities for commercial paper should be 270 days or less.

As of January 31, 2026, the District had 0.00% invested in commercial paper investment. Therefore, the District is following both the investment policy and the State of California’s standards.

Supranational

Supranationals are explicitly defined in Section 9.14 of the investment policy as “US dollar-denominated senior unsecured unsubordinated obligations or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank”. Securities listed as supranationals must be rated in the AA category or higher by a NRSRO and no more than 30% of the District’s portfolio may be invested in these securities with a maximum maturity of five years.

The District’s investment policy is also in accordance with the State of California’s Local Agency Investment Guidelines (Government Code Section 53601(q)) regarding supranationals. These guidelines establish a maximum specified percentage of the District’s investment portfolio for supranationals at 30%. The State of California’s guidelines also establish that maximum investment maturities for supranationals should be five years or less.

As of January 31, 2026, the District’s investments in five securities categorized as supranationals was 1.00% of the total portfolio and securities maintained a maturity date of less than five years from the original purchase date. CLA can confirm that the District’s supranational investments meet the standards of both the investment policy and the State of California.

Note:

All significant assumptions, methodologies and analyzed amounts were discussed with and agreed to by the District’s accounting staff. From this conversation, we believe the District’s accounting staff has the requisite knowledge and understanding of the processes/analyses prepared by CLA as not to impair our independence.

Restricted Funds

Bond Proceeds Fund(s) – Balances in the bond proceeds fund accounts represent monies derived from the proceeds of a bond issue. Per the requirements of the District’s reserve policy, the target level for the debt service reserve requirement is established at the time of the bond issue. Based on documentation provided to CLA, “no reserve fund has been established in connection with the issuance of the 2016A bonds.” Therefore, the January 31, 2026, ending balance of \$2,582.64 satisfies the minimum balance requirements per the District’s reserve policy.

Customer Deposit Accounts – Due to fluctuations in the number of utility customer deposits required and the number of development projects in process, no minimum or maximum levels have been established for customer deposit accounts. The customer deposit account balances presented in the treasurer’s report are based on the ending balance on the general ledger for the month. The customer deposit accounts are reconciled monthly. CLA was able to confirm that the customer deposit accounts balance presented on the January 2026 Treasurer’s Report reconciles with the District’s general ledger. The January 31, 2026, balance of \$4,905,409.23 in customer deposit accounts satisfies the balance requirements of the District’s reserve policy.

Capacity Charge Account – The District’s reserve policy does not explicitly address or specify any minimum or maximum funding levels for capacity charge accounts. However, based on the reconciliation schedule provided by the District, CLA can confirm that the balance of \$54,161,046.66 presented on the January 2025 Treasurer’s Report for the Capacity Charge Account reconciles with the documentation provided to CLA with no variance.

CIP Account in LAIF for Capital Purposes – On March 20, 2019, the District received a \$3 million dollar settlement as part of a larger association of local water districts and municipalities, from the San Gabriel Valley Water Company, Fontana Union Water Company and the San Gabriel California Corporation. The check was received and deposited into the District’s General Government Checking bank account and the District’s board approved the transfer of the \$3 million dollars in settlement funds to the District’s LAIF account on April 4, 2019. While these settlement funds have been restricted for Capital Improvement Projects, there were no designations or allocations for District funding towards any Capital Improvement Projects at that time. Later the fund was transferred to the Chandler accounts as the CFO believes the Chandler accounts earn a higher interest rate.

Capital Reserve Funds

Capital Project Account – The capital project account is used for the funding of new capital assets or the rehabilitation, enhancement, or replacement of capital assets when they reach the end of their useful lives. Per the requirements of the District’s reserve policy, “the minimum target level WWWD will strive for is 100% of its then-current year fiscal year from the Capital Improvement Budgets plus 25% of the amount estimated to be needed the following fiscal year, less minimum levels established for the

Emergency Account.” The District currently maintains a balance of \$29,474,647.00 (\$27,656,397.00 for fiscal year 2025-26 and \$1,818,250.00 for fiscal year 2026-27) in its capital project account, meeting the minimum target level required for both fiscal years. CLA was able to confirm that the District is in adherence with the minimum target level requirement as of January 31, 2026, by comparing the board-approved Fiscal Year 2025-26 Capital Improvement Budget which indicates a total CIP for fiscal year 2025-26 of \$27,656,397.00. The reserve policy only requires the district to maintain 25% of the amount estimated to be needed the following fiscal year 2026-27, which amounts to \$1,818,250.00, therefore, the District meets the requirement indicated in its reserve policy.

California DWSRF Loan Payment Reserve – As per the California DWSRF Loan agreement for Oliver P. Roemer project # 3610004-002 C, the District is required to maintain fund restriction for loan payment amount of \$1,834,711.10.

Emergency Account – The emergency account may be utilized to purchase water at any time or to begin repair of the water system after a catastrophic event. Therefore, a minimum target level equal to 1% of net capital assets of the District’s water system has been established to enable the district to manage emergency situations. Per January 31, 2026, general ledger detail reporting provided by the District’s accounting staff, CLA was able to confirm that the District’s net assets total \$214,520,774.95. As of January 31, 2026, the emergency account represents a balance of \$2,145,207.75 or 1% of total net assets, allowing the District to meet its requirements for the reserve policy.

Liquidity Funds

Rate Stabilization Fund – This fund is established to provide flexibility to the Board when settling rates to allow for absorbing fluctuations in water demand and smoothing out rate increases over time, temporarily defraying any unforeseen decreases in the sale of water. To remain in conjunction with the reserve policy, the District should aim to maintain a minimum level equal to 45 days of the District’s annual budgeted total operating expenses. Per the FY 2025-26 board-approved budget, the District anticipates operating expense of \$36,105,730.00 for the current fiscal year. The District’s current balance of \$4,451,391.37 in its rate stabilization account achieves the minimum target level for this account as indicated in the reserve policy.

Operating Reserve Account – This fund may be routinely utilized by staff to cover temporary cash flow deficiencies caused by timing differences between revenue and expenses or decreases in revenues and unanticipated increases in expenses. Given the significance of this account, the District strives to maintain a minimum amount equal to 90 days of the District’s budgeted total operating expenses in this account. Per the FY 2025-26 board-approved budget, CLA can confirm the District has an operating expenses budget of \$36,105,730.00. As of January 31, 2026, the operating reserve account maintains a balance of \$8,902,782.74, which satisfies the requirements of the District’s reserve policy.

Self-Insurance Reserve – As indicated in the minutes from the April 5, 2018 board meeting, the District’s board of directors approved \$5,000,000 in funds for employee liability claims. According to the District’s finance manager, reserve policy 2025-26 does not require an actuarial study report for determining self-insurance amount.

Balance Available for Daily Operations – This balance represents the District’s total cash balance less any fund requirements. For the month ending January 31, 2026, the District had a total of \$137,981,163.48 in

West Valley Water District Reserve Memo – January 2026

various institutional accounts. The required reserve balances by type total \$109,587,362.99 and are categorized as follows:

- Restricted Funds- \$63,903,749.63
- Capital Reserve Funds- \$27,329,439.25
- Liquidity Funds- \$13,354,174.11
- Other Reserves- \$5,000,000.00

Based on the District's Treasurer's Report, which indicates a total cash, investment, and reserve balance of \$137,981,163.48 and fund requirements of \$109,587,362.99, the fund balance available for daily operations reconciles to the January 2026 Treasurer's report.

CLA reviewed the Treasurer's report for clerical accuracy and recalculated the total Unrestricted Reserves balance and agreed the totals to the January 2026 Treasurer's Report. In its assessment of the District's accounts, the balances on the Treasurer's Report appear to agree with the supporting documentation provided by the West Valley Water District.

West Valley Water District
Investment Policy Analysis
January 31, 2026

U.S. Bank - Chandler Asset Management	
Money Market	6,408,290.84 A
Commercial Paper	- A
Federal Agency Obligations	13,298,048.11 A
U.S. Government	73,653,847.25 A
Corporate Bonds	13,463,472.80 A
Municipal Bonds	971,553.90 A
Supranational	1,374,977.50 A
Negotiable CD	- A
Total U.S. Bank - Chandler Asset Management Funds	109,170,190.40

Checking and Savings	
Bank of Hope	- B
Chase-1653 (Operating Account)	1,255,531.31 B
Chase-1368	5,000.56 B
Chase-1392	48,636.50 B
Chase-5993 (Rebate Account)	- B
2016A Bond - Principal & Payment Funds	1,404.27 B
2016A Bond - Interest Fund	1,178.37 B
District Cash Drawers	4,300.00 C
Total Checking and Savings	1,316,051.01

CalTRUST Short Term Fund	- A
CalTRUST Medium Term Fund	- A
LAIF	27,494,922.07 A
Total January 31, 2026 District Funds	137,981,163.48

The balances indicated above are as of January 31, 2026

Balances verified with monthly investment statements provided by client **A**
Balances verified with monthly bank statements provided by client **B**
Balances verified with monthly reconciliations provided by client **C**

The purpose of this report is to calculate the asset class percentage in comparison with the maximum portfolio percentage allowed by the district's investment policy

Based on our review of the asset classes as of 01/31/26, West Valley Water District is in

Security Type	Maximum per Investment Policy	Balance
Commercial Paper	25%	-
Federal Agency Obligations	30%	13,298,048.11
U.S. Government	No Limit	73,653,847.25
Municipal Bonds	20%	971,553.90
LAIF	No Limit	27,494,922.07
CalTRUST	No Limit	-
Negotiable CD	30%	-
Medium Term Notes (Corporate Bonds)	30%	13,463,472.80
Money Market	20%	6,408,290.84
Bank Deposits	No Limit	1,316,051.01
Supranational	30%	1,374,977.50
		137,981,163.48
Funds Excluded from Policy	2016A	-
Total January 31, 2026 District Funds		137,981,163.48

Asset Class	January 2026 (% of Total Investments)	Maximum Portfolio (%)
Commercial Paper	0.00%	25%
Federal Agency Obligations	9.64%	30%
U.S. Government	53.38%	No Limit
Municipal Bonds	0.70%	20%
LAIF	19.93%	No Limit
CalTRUST	0.00%	No Limit
Negotiable CD	0.00%	30%
Medium Term Notes (Corporate Bonds)	9.76%	30%
Money Market	4.64%	20%
Bank Deposits	0.95%	No Limit
Supranational	1.00%	30%

West Valley Water District
 Bond Analysis
 January 31, 2026

Liquidity Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
U S Treasury Bill - 912797RT6	7,992,000.00	P-1	Yes	8/13/2025	2/12/2026	0.5
U S Treasury Bill - 912797SB4	9,961,600.00	P-1	Yes	9/9/2025	3/12/2026	0.5
U S Treasury Bill - 912797SX6	27,662,880.00	P-1	Yes	6/6/2025	12/4/2025	0.5
First American Govt Obligation Fund Class Y - 31846V203	281,569.55	P-1	Yes	various		
Total Liquidity Fund	45,898,049.55					

Money Market Fund						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
First American Govt Obligation Fund Class Y - 31846V203	6,126,721.29	Aaa	Yes	various		
Total Money Market	6,126,721.29					

Federal Agency Obligations						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
F H L M C - 3137FLV0	491,295.00	Aaa	Yes	9/19/2024	4/25/2029	4.5
Federal Farm Credit Bks - 3133ERSP7	745,012.50	Aaa	Yes	11/16/2022	11/18/2027	4.9
F H L M C Multiclass Mtg Partn - 3137H9D71	485,505.00	Aaa	Yes	10/30/2024	9/25/2029	4.8
F H L M C Multiclass Mtg Partn - 3137FPJG1	478,240.00	Aa1	Yes	6/2/2025	9/25/2029	4.3
F H L M C Multiclass Mtg Partn - 3137F03Z4	476,205.00	Aaa	Yes	3/17/2025	10/25/2029	4.5
F H L M C Multiclass Mtg Partn - 3137FRUT6	465,715.00	Aa1	Yes	6/6/2025	1/25/2030	4.6
F H L M C Multiclass Mtg Partn - 3137FUZC1	898,680.00	Aa1	Yes	6/26/2025	5/28/2030	4.9
Federal Home Loan Bks - 3130AWG53	1,013,870.00	Aa1	Yes	7/11/2025	6/14/2030	4.9
F H L M C Multiclass Mtg Partn - 3137FX3Q9	446,555.00	Aa1	Yes	9/19/2025	8/25/2030	4.9
F H L M C Multiclass Mtg Partn - 3137FF1F8	908,590.00	Aaa	Yes	12/16/2025	4/25/2030	4.3
Federal Home Loan Bks - 3130ATU54	505,945.00	Aaa	Yes	1/31/2023	12/10/2027	4.8
F H L M C Multiclass Mtg Partn - 3137FG6X8	500,090.00	Aaa	Yes	1/23/2024	5/25/2028	4.3
Federal Home Loans Bks - 3130AWMN7	508,670.00	Aaa	Yes	7/26/2023	6/9/2028	4.8
Federal Home Loans Bks - 3130AWN63	505,425.00	Aaa	Yes	8/16/2023	6/30/2028	4.8
Federal Home Loans Bks - 3130AWTR1	764,107.50	Aaa	Yes	9/7/2023	9/8/2028	4.9
Federal Farm Credit Bks - 3133EPC45	512,160.00	Aaa	Yes	11/27/2023	11/13/2028	4.9
Federal Home Loans Bks - 3130AXQK7	515,300.00	Aaa	Yes	12/7/2023	12/8/2028	4.9
Federal Farm Credit Bks - 3133EPN50	764,805.00	Aaa	Yes	1/3/2024	12/15/2028	4.9
F H L M C Multiclass Mtg Partn - 3137FKUP9	290,488.11	Aaa	Yes	1/3/2024	12/25/2028	4.9
Federal Farm Credit Bks - 3133EPW84	755,055.00	Aaa	Yes	2/5/2024	1/18/2029	4.9
F H L M C Multiclass Mtg Partn - 3137FKZZ2	497,305.00	Aaa	Yes	1/18/2024	1/25/2029	5.0
Federal Home Loan Bks - 3130AVB03	769,050.00	Aaa	Yes	4/25/2024	3/9/2029	4.8
Total Federal Agency Obligations	13,298,048.11					

Negotiable Certificate of Deposit						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Negotiable Certificates of Deposit	-					

Commercial Paper Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
Total Commercial Paper	-					
Municipal Bonds						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Purchase Date	Maturity	Investment Maturity (Years)
California ST Taxable Vr Purp Go - 13063D7D4	313,278.00	Aa2	Yes	10/4/2023	10/1/2028	4.9
California ST Taxable Vr Purp Go Bd - 13063EGT7	404,645.90	Aa2	Yes	10/30/2024	8/1/2029	4.7
Massachusetts ST Taxable - 57582TEA6	253,630.00	Aa1	Yes	6/10/2025	6/1/2030	4.9
Total Municipal Bonds	971,553.90					
Supranational						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
International Bank - 459058LNI	331,881.00	Aaa	Yes	10/8/2024	10/16/2029	5.0
Inter American Devel Bk - 4581XODV7	497,035.00	Aaa	Yes	4/13/2021	4/20/2026	5.0
International Bank M T N - 459058KT9	299,229.00	Aaa	Yes	7/18/2023	7/12/2028	4.9
Inter American Devel Bk - 4581XODC9	246,832.50	Aaa	Yes	12/8/2023	9/18/2028	4.7
Total Supranational	1,374,977.50					
U.S. Corporate						
Security Description	Market Value	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
Caterpillar Fini Service - 14913UAJ9	462,550.50	A2	Yes	3/18/2024	2/27/2029	4.9
Cisco Sys Inc - 17275RBR2	410,232.00	A1	Yes	3/13/2024	2/26/2029	4.9
Eli Lilly Co - 532457CQ9	202,084.00	Aa3	Yes	8/27/2024	8/14/2029	4.9
Abbvie Inc - 00287YBX6	485,080.00	A3	Yes	6/25/2025	11/21/2029	4.3
Colgate Palmolive Co - 19416ZAT0	216,844.70	Aa3	Yes	4/28/2025	5/1/2030	4.9
Paccar Financial Corp - 69371RT71	453,063.40	A1	Yes	5/5/2025	5/8/2030	4.9
Jpmorgan Chase Co - 46647PDF0	506,060.00	A1	Yes	6/25/2025	6/14/2030	4.9
Public Storage Oper Co - 74464AAC5	504,400.00	A2	Yes	7/1/2025	7/1/2030	4.9
Bank New York Mellon Corp - 06406RBN6	505,880.00	A3	Yes	2/20/2025	2/1/2029	3.9
Apple Inc - 037833EB2	174,896.75	Aaa	Yes	2/5/2021	2/8/2026	4.9
Unitedhealth Group Inc - 91324PEC2	59,550.60	A2	Yes	6/16/2021	5/15/2026	4.8
Walmart Inc - 931142ER0	59,032.80	Aa2	Yes	9/8/2021	9/17/2026	5.0
Honeywell International - 438516BL9	297,222.00	A2	Yes	12/13/2022	11/1/2026	3.8
Duke Energy Carolinas - 26442CAS3	298,068.00	Aa3	Yes	10/28/2022	12/1/2026	4.0
Target Corp - 87612EBM7	137,800.60	A2	Yes	1/19/2022	1/15/2027	4.9
Procter Gamble Co The - 742718PV6	295,035.00	Aa3	Yes	2/1/2022	2/1/2027	4.9
Charles Schwab Corp - 808513BY0	93,681.40	A2	Yes	3/1/2022	3/3/2027	4.9
Berkshire Hathaway Fin - 084664CZ2	275,800.00	Aa2	Yes	3/7/2022	3/15/2027	5.0
Blackrock Inc - 09247XAN1	248,642.50	Aa3	Yes	4/27/2022	3/15/2027	4.8
Northern Tr Corp Sr Nt - 665859AW4	300,891.00	A2	Yes	5/5/2022	5/10/2027	4.9
Unitedhealth Group Inc - 91324PEG3	304,307.65	A2	Yes	5/17/2022	5/15/2027	4.9
Walmart Inc - 931142EX7	251,357.50	Aa2	Yes	9/12/2022	9/9/2027	4.9
Apple Inc - 037833DK3	247,667.50	Aaa	Yes	2/1/2023	11/13/2027	4.7
Toyota Mtr Cr Corp - 89236TKQ7	360,569.95	A1	Yes	1/9/2023	1/12/2028	4.9
Mastercard Incorporated - 57636QAW4	408,868.00	Aa3	Yes	3/9/2023	3/9/2028	4.9
Public Service Electric - 74456QB09	348,477.00	A1	Yes	6/22/2023	5/1/2028	4.8
Florida Pwr Lt Co - 341081GN1	354,487.00	Aa2	Yes	6/22/2023	5/15/2028	4.8
Merck Co Inc - 58933YBH7	402,908.00	Aa3	Yes	5/17/2023	5/17/2028	4.9
Prologis LP - 74340XCG4	255,657.50	A2	Yes	6/27/2023	6/15/2028	4.9
National Rural Util Coop - 63743HFV7	255,890.00	A2	Yes	2/5/2024	2/7/2029	4.9
Air Products and Chemicals Inc - 009158BH8	407,540.00	A2	Yes	5/17/2024	2/8/2029	4.7
Eli Lilly Co - 532457CK2	269,910.45	Aa3	Yes	2/7/2024	2/9/2029	4.9
John Deere Capital Corporation - 24422EXT1	431,890.20	A1	Yes	6/11/2024	6/11/2029	4.9
Home Depot Inc - 437076DC3	410,140.00	A2	Yes	6/25/2024	6/25/2029	4.9
Pepsico Inc Sr Nt - 713448FX1	331,454.50	A1	Yes	7/15/2024	7/17/2029	4.9

Bank Of America Corp - 06051GHM4	A1	Yes	6/25/2025	7/23/2029	4.0
Toronto Dominion Bank - 89115A2Y7	A2	Yes	4/10/2024	4/5/2029	4.9
Morgan Stanley Sr NT - 61748JAK8	A1	Yes	10/17/2025	10/18/2029	3.9
Chubb INA Holdings LIC - 171239AG1	A2	Yes	10/27/2025	9/15/2030	4.8
Pfizer Inc Sr NT - 717081FDO	A2	Yes	11/18/2025	11/15/2030	4.9
Amazon Com Inc - 023135CT1	A1	Yes	11/17/2025	11/20/2030	4.9
Total U.S. Corporate					13,463,472.80

U.S. Government					
Security Description	Moody's (NRSRO) Long-Term Rating as of 09/30/2025	Rated A or Equivalent?	Inception Date	Maturity	Investment Maturity (Years)
U.S. Treasury Note - 91282CLC3	Aa1	Yes	7/30/2024	7/31/2029	4.9
U.S. Treasury Note - 91282CLR0	Aa1	Yes	12/18/2024	10/31/2029	4.8
U.S. Treasury Note - 91282CMA6	Aa1	Yes	12/9/2024	11/30/2029	4.9
U.S. Treasury Note - 91282CMD0	Aa1	Yes	1/10/2025	12/31/2029	4.9
U.S. Treasury Note - 91282CGQ8	Aa1	Yes	3/18/2025	2/28/2030	4.9
U.S. Treasury Note - 91282CGZ8	Aa1	Yes	7/15/2025	4/30/2030	4.7
U.S. Treasury Note - 91282CNR8	Aa1	Yes	8/12/2025	7/31/2032	6.9
U.S. Treasury Note - 91282CHT1	Aa1	Yes	8/12/2025	8/15/2033	7.9
U.S. Treasury Note - 91282CPA3	Aa1	Yes	12/1/2020	8/31/2025	4.7
U.S. Treasury Note - 91282CPH4	Aa1	Yes	12/8/2025	11/15/2035	9.8
U.S. Treasury Note - 91282CBH3	Aa1	Yes	2/16/2021	1/31/2026	4.9
U.S. Treasury Note - 91282CBQ3	Aa1	Yes	6/28/2021	5/31/2026	4.9
U.S. Treasury Note - 91282CF6	Aa1	Yes	3/4/2021	2/28/2026	4.9
U.S. Treasury Note - 91282CCP4	Aa1	Yes	9/17/2021	7/31/2026	4.8
U.S. Treasury Note - 91282CCW9	Aa1	Yes	11/29/2021	8/31/2026	4.7
U.S. Treasury Note - 91282CCZ2	Aa1	Yes	12/15/2021	9/30/2026	4.7
U.S. Treasury Note - 91282CEF4	Aa1	Yes	11/2/2022	3/31/2027	4.4
U.S. Treasury Note - 91282CEN7	Aa1	Yes	6/6/2022	4/30/2027	4.8
U.S. Treasury Note - 91282CET4	Aa1	Yes	7/8/2022	5/31/2027	4.8
U.S. Treasury Note - 91282CEW7	Aa1	Yes	10/20/2022	6/30/2027	4.6
U.S. Treasury Note - 91282CFH9	Aa1	Yes	10/6/2022	8/31/2027	4.8
U.S. Treasury Note - 91282CFM8	Aa1	Yes	10/24/2022	9/30/2027	4.9
U.S. Treasury Note - 91282CFU0	Aa1	Yes	11/18/2022	10/31/2027	4.9
U.S. Treasury Note - 9128283F5	Aa1	Yes	11/28/2022	11/15/2027	4.9
U.S. Treasury Note - 91282CGC9	Aa1	Yes	1/26/2023	12/31/2027	4.9
U.S. Treasury Note - 91282CHX2	Aa1	Yes	9/27/2023	8/31/2028	4.9
U.S. Treasury Note - 91282CDF5	Aa1	Yes	1/30/2024	10/31/2028	4.7
U.S. Treasury Note - 91282CFL0	Aa1	Yes	10/22/2024	9/30/2029	4.9
U.S. Treasury Note - 9128285M8	Aa1	Yes	1/19/2024	11/15/2028	4.8
U.S. Treasury Note - 91282CGH8	Aa1	Yes	10/27/2025	1/31/2028	2.2
U.S. Treasury Note - 9128283W8	Aa1	Yes	10/27/2025	2/15/2028	2.3
U.S. Treasury Note - 91282CPD7	Aa1	Yes	10/30/2025	10/31/2030	4.9
U.S. Treasury Note - 91282CNX5	Aa1	Yes	11/10/2025	8/31/2030	4.7
U.S. Treasury Note - 91282CHF1	Aa1	Yes	12/9/2025	5/31/2030	4.4
U.S. Treasury Note - 91282CLF6	Aa1	Yes	11/5/2025	8/15/2034	8.7
Total U.S. Government					28,037,367.25

US Bank - Chandler Asset Mgmt	
December 2025 Bond Total per Treasurer's Report	63,272,140.85
Total Per December 2025 Chandler Statement	63,272,140.85
Variance	-

US Bank - Chandler Liquidity Fund	
December 2025 Bond Total per Treasurer's Report	45,898,049.55
Total Per December 2025 Chandler Statement	45,898,049.55
Variance	-



STAFF REPORT

DATE: March 19, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Purchase for Fleet Replacement Vehicles

STRATEGIC GOAL:

Strategic Goal 6 - Demonstrate Effective Financial Stewardship. Objective 6D - Maintain a data Driven Approach and Financial-Based Decision Making

Strategic Goal 7 – Apply Health, Safety, and Regulatory Compliance, Objective 7C - Effectively Manage Employee Risk and Environmental Health

MEETING HISTORY:

Finance Committee - 03.09.26

BACKGROUND:

The West Valley Water District ("District") has a fleet of sixty-three (63) vehicles that are used in the daily course of the District's operations. The Vehicle Use and Fleet Replacement Policy outlines a request and replacement schedule for the fleet based on years of service, mileage and maintenance costs. This Fiscal Year 2025-2026, the Support Services Division determined approximately five (5) Vehicles from the fleet should be replaced to ensure maximum vehicle safety, performance, efficiency, and extended life of the fleet.

DISCUSSION:

Staff identified cooperative contract No. 1-22-23-20B-K - Fleet Vehicles- Trucks that was awarded to the Downtown Ford Sales through The California Department of General Services. After careful review it was determined that it would be in the best interest of the District to utilize the cooperative contract for the vehicle replacement purchase. This is in compliance with Purchasing policy Section 10. Exceptions to Competitive Sourcing, subsection 9 and 10, which states follows "Cooperative procurement arrangements with other agencies. When cooperative purchasing agreements are available with other public agencies (e.g the State of California, counties, cities, schools or other special districts), or when another public agency has followed the process substantially similar to that of the District's. The District may purchase goods or services at a price established by the agency through a competitive process." subsection 10 states as follows "Piggyback" purchases or leases, when Purchasing Supervisor determines it is in the WVWD's best interest to utilize the contracts of other governmental agencies or non- profit governmental entities." The State of California's formal solicitation process is in adherence with the District's procurement policies and procedures, participation on behalf of the District is allowed per the State of California's solicitation documents.

The State Department of General Services Procurement Division issued Request for Proposals (RFP) No. 1-22-23-20B-K for Fleet Vehicles - Trucks on October 25, 2021 through their bidding platform California Contracts Register (CSCR), a total of eight (8) addenda were issued, and virtual conference was held on November 3, 2021. Proposals were due on January 7, 2022, and a total of fourteen (14) proposals were received. An evaluation team composed of four qualified staff members evaluated the proposals based on administrative and technical compliance. After completion of the administrative and technical evaluations, the following categories were scored Customer References, Maintenance Plan Price, Cost of Fuel, SMOG Rating and the Vehicle's Purchase Price. As a result it was determined that Downtown Ford Sales was deemed responsive and responsible resulting in a three (3) year contract with the option to extend for two (2) additional one (1) year period(s). The current contract term is from May 1, 2022 - April 30, 2027.

Utilizing the cooperative contract issued by the State of California improves costs efficiency by leveraging the negotiated pricing established by the awarding entity, improves procurement speed, and reduces risk. The District used this same procurement approach when purchasing previous replacement vehicles in fiscal year 2023-2024 and 2024-2025.

The State of California's solicitation and proposal evaluation documents are attached as **Exhibit A**.

Staff contacted Downtown Ford Sales in Sacramento to obtain pricing tentatively for five (5) new fleet vehicles shown in **Exhibit B**. The vehicle type is subject to change based on availability or should the district determine it in its best interest to purchase a different make or model.

FISCAL IMPACT:

The Fiscal Year 2025-2026 Budget contains \$267,899.00 for Fleet Replacement vehicles Project# W26019. This is sufficient funding for fleet replacement vehicles being purchased.

REQUESTED ACTION:

Authorize participating into the State of California contract pricing with Downtown Ford in Sacramento and to issue a Purchase Order (PO) for fleet vehicles in the amount not to exceed \$267,899.00.

Attachments

[Exhibit A - State of California Solicitation and Proposal Evaluation Documents.pdf](#)

[Exhibit B - Downtown Ford Sacramento Quotes.pdf](#)

Exhibit A

EVALUATION AND SELECTION REPORT

For

RFP Event ID# 0000020793

Fleet Vehicles

April 2022

****Revised September 16, 2022****

Prepared by:
Eugene Shemereko, Procurement Official
Department of General Services
Procurement Division
707 3rd Street, 2nd Floor
West Sacramento, CA 95605

1. SUMMARY

RFP Event ID# 0000020793 solicited proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies. The term of the resulting contracts is three (3) years with the option to extend for two (2) additional one (1) year periods or portion thereof.

The RFP included twenty-six (26) line-items in the Cars category, sixty (60) line-items in the Truck category, and forty-three (43) line-items in the Vans & SUVs category. The contracts will be awarded by line item, in each category, to the Bidder with the highest total points. The State will consider additional awards to Bidder's that score within 150 points of the highest score within each line item and are proposing a different model than the highest scoring bidder.

The RFP was conducted using the two-envelope procedure: the first for the administrative and technical response, and the second for cost. The State identified the minimum administrative and technical requirements Bidders were required to meet or exceed on a pass/fail basis. Proposals compliant with those minimum requirements were scored in the following categories:

- Customer References
- Vehicle Purchase price less Cash Discounts
- Maintenance Plan Price (Vehicles below 8500 GVWR)
- Cost of Fuel (Vehicles below 8500 GVWR)
- Green House Gas (GHG) Rating (Vehicles below 8500 GVWR)
- SMOG Rating (Vehicles below 8500 GVWR)

The RFP strictly limited Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) subcontractor participation to clearly define distinct elements of the contract consistent with the definition of the Commercially Useful Function (CUF). This RFP waived the DVBE participation requirements however, the DVBE incentive was included. A DVBE Incentive is to be applied to a qualified bidder's total cost. The incentive amount applied to each bid will vary in conjunction with the percentage of proposed DVBE participation as identified in the table below.

Confirmed DVBE Participation	DVBE Incentive
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%

1% to 1.99% inclusive	1%
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The Target Area Contract Preference Act (TACPA) preference was also included.

2. BACKGROUND

RFP Event ID 0000020793 was issued to establish new contracts for Fleet Vehicles which will replace the current Fleet Vehicles contracts established by RFP Event ID# 0000001609.

3. RELEASE OF RFP

On October 25, 2021, Event ID 0000020793 was published on the California State Contracts Register (CSCR). Proposals were due on January 7, 2022, by 5:00pm PT.

Eight (8) addenda were issued and published on the CSCR as follows:

Addendum #	Addendum Action
1	<ul style="list-style-type: none"> Language changes/clarifications; Cost Workbook changes; Technical Questionnaire changes
2	<ul style="list-style-type: none"> Language changes/clarifications; Cost Workbook changes; Narrative Response changes; Technical Questionnaire changes
3	<ul style="list-style-type: none"> Language changes/clarifications; Technical Questionnaire changes
4	<ul style="list-style-type: none"> Language changes/clarifications
5	<ul style="list-style-type: none"> Technical Questionnaire changes
6	<ul style="list-style-type: none"> Cost Workbook changes Technical Questionnaire changes Customer Reference Form revision
7	<ul style="list-style-type: none"> Cost Workbook changes Technical Questionnaire changes
8	<ul style="list-style-type: none"> RFP language changes/clarifications

Nine (9) Question and Answer (Q&A) sets were published with a total of sixty-six (66) questions.

BIDDER'S CONFERENCE

DGS/PD conducted a virtual Bidder's Conference on Microsoft Teams on November 3, 2021. Bidders were advised to submit an initial set of questions prior to the bidders' conference to be answered during the conference so that

potential bidders had that opportunity to hear detailed responses to their questions.

DRAFT PROPOSALS

Limited Draft Proposal were due on December 3, 2021, by 5:00PM. Draft proposals were limited to a completed Exhibit 6, Technical Questionnaire for the vehicles proposed. Fifteen (15) Draft Proposals were submitted.

CONFIDENTIAL DISCUSSIONS

Confidential Discussions were held on December 16, 2021, and December 17, 2021, with Bidders to discuss any deviations in their Draft Proposal.

FINAL PROPOSALS

Final Proposals were received on time from fourteen (14) Bidders on January 7, 2022. Final proposals were submitted for the line items listed below:

CARS

Bidder	Line Items Bid
Freeway Toyota	16, 20-23
Lithia Nissan	7-8
Ocean Honda	22-23
CA Car Group	12
Watsonville Fleet Group	12
US Fleet Source	7-8, 10-11, 17, 21, 23-24
Winner Chevrolet	12

TRUCKS

Bidder	Line Items Bid
Elk Grove Auto Group	20-27, 30-39, 41, 48-50, 52-53
Sacramento Truck Center	56-60
Freeway Toyota	7-10
Riverview International Trucks	50, 53, 56-58, 60
Lithia Nissan	20-21
Ocean Honda	21
Los Angeles Truck Centers, LLC	57-60
Transwest Truck Center LLC	49-56
CA Car Group	22-25, 32-34, 36-39, 41, 48, 50, 53
Downtown Ford	2, 7-10, 20-29, 32-42, 44-45, 48-56

Bidder	Line Items Bid
Watsonville Fleet Group	2, 7-10, 13, 20-41, 48-58
Bonander Truck & Trailer	58, 60
Winner Chevrolet	7-11, 13, 20-39, 41-43, 48, 50, 53

Vans & SUVs

Bidder	Line Items Bid
Elk Grove Auto Group	1-2, 5-6, 8-9, 11, 15, 21-25, 27, 31-32, 35
Freeway Toyota	1-3, 13-15, 23-25
Lithia Nissan	1-3
Ocean Honda	2, 13
CA Car Group	2-4, 29, 32-33
Downtown Ford	1-3, 5, 8, 13-15, 21-24, 29-32, 35, 38-43
Watsonville Fleet Group	1-4, 12-15, 21-23, 28-33, 35, 38-43
US Fleet Source	1-2, 10, 13, 15
Winner Chevrolet	1-4, 29-30, 32-33

4. EVALUATION

The Evaluation Team consisted of the following individuals:

- Eugene Shemereko – DGS-PD Contract Administrator
- Robb Parkison – DGS-PD Contract Administrator (Backup)
- Benjamin Middleton – DGS-PD Engineer
- Wesley Ratzlaff – DGS-PD EPP Engineer

The Team reviewed all submittals for administrative and technical compliance.

ADMINISTRATIVE

The Evaluation Team evaluated all proposals for administrative compliance. All proposals were administratively compliant.

TECHNICAL

The Evaluation Team evaluated all the line items bid by all fourteen (14) Bidders to determine if the offered vehicles met the technical requirements outlined in Exhibit 5 – Technical Specifications and in the line-item descriptions.

The following Bidders were found to have technical material deviations and therefore were deemed non-compliant for the line items noted:

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
Downtown Ford	TRUCKS CLIN 7-10	Exhibit 5 – Technical Specifications – Section 3.1 – General, Vehicles shall be evaluated to ensure they are listed in the proper class in the Fuel Economy Guide that matches the line-item description.	Bidder proposed the Ford Ranger in the Small Pickup line item. This vehicle is classified in the Fuel Economy Guide as a Standard Pickup.
Watsonville Fleet Group	TRUCKS CLIN 7-10	Exhibit 5 – Technical Specifications – Section 3.1 – General, Vehicles shall be evaluated to ensure they are listed in the proper class in the Fuel Economy Guide that matches the line-item description.	Bidder proposed the Ford Ranger in the Small Pickup line item. This vehicle is classified in the Fuel Economy Guide as a Standard Pickup.
Downtown Ford	Vans & SUVs CLIN 24	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 24: Minivan, 7-Passenger, 170 HP, 114 in. WB, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Transit Connect XL which comes with 162 HP.
US Fleet Source	Vans & SUVs CLIN 10	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 10: Small Sport Utility, 2WD, 5-Passenger, 300 RANGE,</p>	Bidder proposed the Hyundai Kona SEL that has a range of 258 miles.

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
		ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21	
Freeway Toyota	Vans & SUVs CLIN 1	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 1: Sport Utility, 4x4 or AWD, 5-Passenger, 165 HP, 103 in. WB, 59 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Toyota Corolla Cross with 25.2 cu. ft. of cargo volume.
Lithia Nissan	Vans & SUVs CLIN 3	<p>Exhibit 5 - Technical Specifications - Section 3.1 – General, Vehicles bid must meet or exceed the requirements in the RFP line-item description unless stated otherwise.</p> <p>Line Item Description: Vans & SUVs CLIN 3: Sport Utility, 4x4 or AWD, 8-Passenger, 350 HP, 116 in. WB, 94 cu. ft. Cargo Volume, GASOLINE Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	Bidder proposed the Nissan Armada with 92.6 cu. ft. of cargo volume.
Elk Grove Auto	Vans & SUVs CLIN 6	<p>Exhibit 5 - Technical Specifications - Section 3.1 - General (Applies to all Vehicles)</p> <p>...Vehicles bid must meet or exceed the requirements in the</p>	Bidder proposed the VW ID.4 with a range of 249 miles.

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
		<p>RFP line-item description unless stated otherwise.</p> <p>Line Item Description is as follows:</p> <p>Vans & SUVs CLIN 6:Small Sport Utility, AWD, 5-Passenger, 250 RANGE, ELECTRIC Fueled Vehicle in accordance with specification 2310-4181 dated 8/16/21</p>	

COST EVALUATION

After completion of the Administrative and Technical evaluations, the cost sections of all remaining compliant proposals were publicly opened on March 17, 2022.

The following Bidders were found to have material deviations in their Cost and therefore were deemed non-compliant for the line items noted:

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
Elk Grove Auto	TRUCKS CLIN 30-31 & Vans & SUVs CLIN 31	<p>RFP Section 3.1.6.2 - Maintenance Plan:</p> <p>The Bidder shall offer a maintenance plan covering all regularly scheduled service for a minimum of five (5) years/75,000 miles.</p>	The Bidder offered a maintenance plan for Trucks CLIN 30, CLIN 31, and Vans and SUVs CLIN 31, however, no cost was proposed. Bidder confirmed that they cannot offer the plan at no cost and had to retract their bids for these line items.
Elk Grove Auto	Vans & SUVs CLIN 2	<p>RFP Section 3.2.2 - Pricing:</p> <p>The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.</p>	The Bidder made an obvious clerical error on Vans & SUVs CLIN 2 with a bid price of \$2,975.00. The Bidder confirmed that they are unable to sell the vehicle to the state at this price.
Watsonville Fleet Group	Vans & SUVs	RFP Section 3.2.2 - Pricing:	The Bidder informed DGS-PD they made an error in their bid

Bidder	Line Item #	Requirement	Bidder Response/ Material Deviation
	CLIN 3 (Tahoe)	The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.	price for this line item after cost was opened. They are not able to provide the vehicle at the proposed price.
Watsonville Fleet Group	Vans & SUVs CLIN 33	RFP Section 3.2.2 - Pricing: The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County. RFP Section 4.1.3 Required Information: Exhibit 1, Cost Workbook must be filled out completely for each line item that is bid or the proposal may be rejected. Yellow cells are mandatory and must be completed in each worksheet.	The Bidder did not propose a price for Vans & SUVs CLIN 33.
Watsonville Fleet Group	Trucks CLIN 40, 51, and 54	RFP Section 3.2.2 - Pricing: The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County.	The Bidder informed the state that they made an error on the bid price for Trucks Line Items 40, 51, and 54 and that they cannot sell the vehicles proposed for those line items at that price.

In the Vans and SUVs category, CLIN 24 and CLIN 25 required a gas-powered engine. Bidders were required to meet or exceed the technical specifications of the line item. One Bidder proposed a Hybrid vehicle for these line items, the other Bidders proposed gas vehicles. Technically the Hybrid vehicle exceeds the line-item requirements for both CLINs. However, based on the scoring criteria (mpg, GHG, etc..) it was clear the evaluation of these vehicles was not an apples-to-apples comparison and provided an unfair advantage to the bidder who proposed the hybrid vehicle. Therefore, it was in the best interest of the State to

split the line items into a hybrid vehicle line item and a gas-powered line item. CLIN 24A and CLIN 25A, in the Vans and SUVs category, will represent the hybrid line items which will allow for the different vehicle types to be evaluated and scored fairly.

****On September 15, 2022, Downtown Ford Sales notified the state of a mistake for Vans & SUVs line items 5 and 8. The pricing for the line items was mistakenly swapped and needed to be adjusted to allow for the line items to remain on contract. The pricing was adjusted in Attachment 1 – Evaluation Breakdown and was determined not to affect award. Downtown Ford still has the highest total points for CLIN 5 after adjustment and became the bidder with the highest total points for CLIN 8 after the adjustment. All other compliant bidders for those CLINs remained within the 150-point band. ****

PREFERENCES AND INCENTIVES

Preferences and incentives were available per RFP Section 6.3.1, Preference Calculation.

SMALL BUSINESS (SB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION

None of the Bidders claimed SB/DVBE participation, therefore, no preference/incentive points were applied.

TACPA

No TACPA preferences were claimed.

5. **AWARD**

Award will be made by line item to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

The State reserves the right to make additional award(s) to responsive and responsible Bidder(s) if both of the following occur:

- The Bidder's proposal is within 150 points of the highest scored proposal within each line item.
- The additional Bidder represents a different model than the highest scoring Bidder.

SCORING CRITERIA

The bidders were scored in the following categories. The Total Available Points does not include applicable preference and incentive points.

Scoring Category	Total Available Points
Customer References	10
Maintenance Plan Price	5
Cost of Fuel	200
GHG Rating	100
SMOG Rating	100
Vehicle Purchase Price less Cash Discounts (Cost)	600
Total Score	1015

A breakdown of points proposed by Bidder by line item is shown in Attachment 1 – Evaluation Breakdown.

6. EVALUATION SUMMARY

The Team verified the following information:

- Each proposed awardee was determined responsible.
- Each proposed awardee was determined responsive.
- The Bidders were all judged to have bid independently.
- Based on the analysis of the pricing, the pricing is fair and reasonable.
- The proposed awardees meet or exceed the technical requirements.

7. RECOMMENDATION

In accordance with RFP Section 6.4, Selection and Award, the Team recommends the following awards.

CARS

Bidder	Line Item
Freeway Toyota	16, 20, 21, 22, 23
Lithia Nissan	7, 8
Ocean Honda	22, 23
US Fleet Source	10, 11, 17, 21, 23, 24
Winner Chevrolet	12 (Bolt), 12 (Bolt EUV)

TRUCKS

Bidder	Line Item
CA Car Group	22, 23, 34, 38, 41, 48
Downtown Ford	2, 20, 22, 23, 24, 25, 26, 27, 28, 29, 40, 42, 44, 45, 48, 49, 50, 51, 52, 53, 54, 55, 56
Elk Grove Auto	20, 22, 23, 24, 25, 26, 27, 32, 34, 35, 37, 38, 39, 41, 48, 49, 50, 52, 53
Freeway Toyota	7, 8, 9, 10

Lithia Nissan	20
Riverview International	50, 53, 56 (MV), 56 (HV), 57 (MV), 57 (HV)
Sacramento Truck Center	56, 57, 59
Watsonville Fleet Group	13, 32, 34, 35, 37, 38, 39, 40, 41, 51, 54, 57
Winner Chevrolet	7, 8, 9, 10, 11, 20, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 34, 35, 37, 38, 39, 41, 42, 43, 48, 50, 53

VANS & SUVs

Bidder	Line Item
Downtown Ford	3, 5, 8, 31
Elk Grove Auto	5 (Q4 E-tron), 5 (iD4), 8 (Q4 E-tron), 8 (iD4), 9, 11, 22, 23, 24, 25, 27, 35
Freeway Toyota	3, 23, 24A, 25A
Ocean Honda	24
Watsonville Fleet Group	12, 22, 23, 28, 35, 38, 39, 40, 41, 42, 43
Winner Chevrolet	3, 4, 33

For total points and estimated award value please see Attachment 1 – Evaluation Breakdown.

8. NEGOTIATIONS

The State has elected to enter into Negotiations under Public Contract Code 6611(a)(4) for the following category line items:

TRUCKS

Line Item
21
33
36
58
60

VANS & SUVs

Line Item
1
2
13
14
15
21
29
30
32

A supplement to this Evaluation Selection Report will be completed once negotiations are finalized.

NEW! All businesses are encouraged to provide voluntary diversity data information in their Cal eProcure profiles. **Collecting voluntary diversity data is part of California's commitment to diversity, equity and inclusion in the state's supplier base.** Click [HERE](https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) (https://fiscal.cdn.prismic.io/fiscal/588158e4-0bb3-4874-8c7b-beb1753d6ca5_DGS+Diversity+Collection+Communication.pdf) for instructions. More information is available on the Statewide Supplier Diversity Program (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Statewide-Supplier-Diversity-Program/Statewide-Supplier-Diversity-Program>) page.

Event Details

Event :



0000020793

✉ (mailto:?subject=Sharing Cal eProcure Event&body='I'm sharing a Cal eProcure Event with you, you can view it here: https%3A%2F%2Fcaleprocure.ca.gov%2Fevent%2F77601%2F0000020793')

Fleet Vehicles (Cars, Trucks, and Vans & SUVs)

Details

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Q&A Set #7 added

12/15/2021

Addendum #6 posted

Q&A Set #6 added

12/8/2021

Q&A Set #5 added

11/30/2021

Addendum #5 posted

Q&A Set #4 added

11/29/2021

Addendum #4 posted

11/24/2021

Q&A set #3 added

11/23/21

Addendum #3 posted

11/17/2021

Q&A Set #2 added

Addendum #2 posted

11/05/2021

Q&A Set #1 added

Addendum #1 posted

This Request for Proposal (RFP) solicits proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies.

[View Event Package](#)

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Pre Bid Conference (N/A)

Mandatory: Non Mandatory

Date:

Time:

Location:

Comments:

UNSPSC Codes

UNSPSC Classification	UNSPSC Classification Description
25101500	Passenger motor vehicles
25101600	Product & material transport vehicles
25101503	Passenger motor vehicles - Automobiles or cars
25101504	Passenger motor vehicles - Station wagons
25101505	Passenger motor vehicles - Minivans or vans
25101507	Passenger motor vehicles - Light trucks or sport utility vehicles
25101509	Passenger motor vehicles - Electrically powered vehicle
25101604	Product & material transport vehicles - Delivery trucks
25181601	Automotive chassis - Truck chassis
25181603	Automotive chassis - Cargo truck body

Contractor License Type (N/A)



Service Area (N/A)



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STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION
Request for Proposal

****Addendum 8****
Fleet Vehicles
Event ID 0000020793

December 22, 2021

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1. Section 1 – Introduction and Overview

This Request for Proposal (hereafter called the RFP) solicits proposals from motor vehicle dealerships/Original Equipment Manufacturers (OEMs) qualified to establish a mandatory contract to provide Cars, Trucks, and Vans and Sport Utility Vehicles (SUVs) to the State of California (State) and participating local governmental agencies.

1.1 Scope of this Request for Proposal (RFP)

The Scope of this RFP includes Fleet Vehicles as defined in Section 3.1.1, Proposed Products. The State reserves the right to eliminate any specific line item from the final award.

The State intends that the selected Bidder will work in cooperation with the State to furnish quality products at the lowest price available in a timely and efficient manner. The selected Bidder will be the primary point of contact for warehousing, customer service, data collection, reporting and distribution of Fleet Vehicles to the State.

Award will be made by line item to the Bidder who scores the highest number of points. Line items may have multiple awards as described in Section 6.4, Selection and Award.

The term of the contracts resulting from this RFP will be three (3) years. The contracts will also contain options to extend for two (2) additional one (1) year periods or portion thereof. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term and/or contract extension. All terms and conditions will remain the same for the entire contract period including any extension periods.

The use of these contracts shall be mandatory for all State departments except in cases of emergency as defined in Public Contract Code (PCC), Section 1102.

All vehicles offered must be new and the latest model year **[in current production] *available for order***. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

Any contract executed as a result of this RFP may be amended by mutual consent of the State and the Contractor.

1.1.1 Current Contract/Historical Spend

The historical value based on expenditures from the current statewide contracts for Fleet Vehicles is \$125 Million over a two (2) year period.

1.1.2 State and Local Government Participation

The awarded Bidder shall permit local governmental agencies to participate under the resulting contracts.

Local government agencies are defined as “any city, county, city and county, district or other local governmental body or corporation empowered to expend public funds for the acquisition of goods, information technology, or services”, reference PCC Section 10298 (a) (b) and PCC Section 10299 (b). Local governmental agencies shall have the same rights and privileges as the State under the terms of these contracts.

Any local governmental agencies desiring to participate shall be required to submit to the same responsibilities as do State departments and will have no authority to amend, modify or change any condition of these contracts.

Government agencies from other States may only negotiate the specific provisions cited below. If the parties cannot mutually agree, neither party shall be obligated to enter into an agreement:

- Invoicing, delivery, and payment provisions
- Governing law, jurisdiction

1.2 Authority of the RFP and Bidder Admonishment

This RFP is being conducted under the policies developed by the Department of General Services, Procurement Division (DGS-PD) as provided under Public Contract Code (PCC) Section 10300, et seq. This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format in which proposal information is to be submitted, and the material to be included therein. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

If a bidder expects to be afforded the benefits of the steps included in this RFP, the bidder must take the responsibility to:

- Carefully read the entire RFP.
- Ask appropriate questions in a timely manner if clarification is necessary.
- Submit all required responses, complete to the best of the bidder's ability, by the required dates and times.
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed.
- Carefully reread the entire RFP before submitting the proposal.

1.3 Availability

Proposed models meeting the mandatory requirements must be available throughout the duration of the contract term, except in accordance with Section 3.1.3, Product Substitutions/Discontinued Items.

1.4 Procurement Official

The Procurement Officials' contact information for this RFP is listed below:

Eugene Shemereko
Procurement Division
Department of General Services
707 Third Street, 2nd Floor
West Sacramento, CA 95605
Telephone: (279) 946-8028
Facsimile: (916) 375-4522
E-mail: Eugene.Shemereko@dgs.ca.gov

Proposal Submittal E-mail: CMU@dgs.ca.gov

All inquiries, questions, and copies of protests must be directed to only this person, unless otherwise identified in this RFP or changed by addendum to this RFP. Proposal submittals shall be sent to the Proposal Submission E-mail address identified above.

The Procurement Official shall be the single point of contact for information related to this RFP. Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

1.5 Key Action Dates

The important dates and times by which actions must be taken or completed are identified in Exhibit 2, Key Action Dates. If the State finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP. All dates after the Final Proposal submissions are approximate and may be adjusted as conditions indicate without addendum to the RFP.

Unless otherwise indicated, Bidder submissions shall be due by 5:00 p.m. (PT) on the date indicated in Exhibit 2, Key Action Dates.

1.6 Americans with Disabilities Act (ADA)

To meet and carry out compliance with the nondiscrimination requirements of Title II, Americans with Disabilities Act (ADA), it is the policy of the State to make every effort to ensure that its programs, activities, employment opportunities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing reasonable accommodation to participate in the Procurement process, or for persons having questions regarding reasonable accommodation for the Procurement process, please contact the Procurement Division at 916-375-4400 (main office). Procurement Division's TTY/TDD (telephone device for the deaf) and California Relay Service numbers are listed below. You may also directly contact the Procurement Official for this procurement.

IMPORTANT: To ensure that we can meet your accommodation, it is best that we receive your request at least ten (10) working days before the scheduled event (e.g., Bidder conference) or deadline due-date for procurement documents.

The Procurement Division TTY telephone number is:

- Sacramento Office: (916) 376-1891

The California Relay Service Telephone Numbers are:

- Voice: 1-800-735-2922 or 1-888-877-5379
- TTY: 1-800-735-2929 or 1-888-877-5378
- Speech to Speech: 1-800-854-7784

1.7 State of California Environmentally Preferable Purchasing (EPP)

The State of California, DGS-PD is responsible for the implementation of Environmentally Preferable Purchasing (EPP) as mandated by the PCC, Chapter 6, Sections 12400 through 12404. By signing the Agreement Cover Letter, the Bidder is certifying that the products or services offered under this solicitation are in compliance with the Federal Trade Commission's Guidelines for the User of Environmental Marketing Terms, in accordance with PCC Section 12404.

All Vehicles will be scored for the following EPP criteria:

- Air Pollution
- Green House Gas (GHG) Rating
- SMOG Rating
- Service Plan

2. Section 2 – Rules Governing the Procurement Process

Section 2 describes the bidding steps and includes the Bidder's and State's rights and responsibilities for the procurement process. Specific guidelines for the submission of this RFP response are found in Section 5, Proposal Format.

2.1 Identification and Classification of RFP Requirements

2.1.1 Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

2.1.3 Mandatory Requirements

All items within this RFP labeled mandatory (M) are non-negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. Bidder's signature on the form in Section 2.3.4.5, Signature of Proposal and submission of proposal response will be considered as Bidder's agreement to all mandatory RFP requirements.

2.1.4 Non-Mandatory Requirements

This RFP may include both preference programs and product/contract performance items identified as non-mandatory (NM) requirements. Bidders are not required to comply with these requirements to be compliant with the RFP. However, if a Bidder applies for a preference, the Bidder must meet the applicable preference requirements and provide the requested preference documentation as outlined within the section requirement.

2.1.5 Scored Requirements

This RFP includes mandatory scored (MS) requirements. Mandatory scored requirements are non-negotiable and will achieve points as identified in Exhibit 7, Vehicle Procurement Evaluation Methodology if the requirement is met.

2.1.6 Narrative Responses

This RFP includes some items that require a narrative response. Those items have been listed on Exhibit 3, Narrative Response. Bidders are to input narrative responses on the exhibit only and only for the items requested. If necessary, Bidders may add attachments to the exhibit to further explain their response. Bidders shall not input narrative responses within the proposal document, nor should narrative responses be included for items the State did not list on Exhibit 3, Narrative Response.

2.2 Bidding Requirements and Conditions

2.2.1 General

This RFP, the evaluation of responses, and the award of any resultant contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of Information Technology goods and services by public bodies in the State of California. A Bidder's Final Proposal is an irrevocable offer for 90 days following the scheduled date for Submission of Final Proposals in Exhibit 2, Key Action Dates. A Bidder may extend the offer in the event of a delay of contract award.

2.2.2 RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidder. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official in accordance with Section 1.4, Procurement Official, of such error in writing and request clarification or modification of the document. If necessary, modifications will be made by addenda issued pursuant to Section 2.2.8, Addenda.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.2.3 Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda to fully understand the requirements of the solicitation and resulting contract.

2.2.4 Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly referencing subject solicitation, to the Procurement Official listed in Section 1.4, Procurement Official. To ensure a response, questions must be received in writing by the scheduled date given in Exhibit 2, Key Action Dates.

Question and answer sets will be provided to all Bidders without identifying the submitters. Any questions submitted should be crafted without revealing the name of the requestor. At the sole discretion of the State, questions may be paraphrased by the State for clarity. Oral answers shall not be binding on the State.

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date

specified in Exhibit 2, Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive in nature.

If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

2.2.5 Request to Change the Requirements of the RFP

If the Bidder believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints to the Bidder in proposing less costly or alternate solutions, the Bidder may request a change to the RFP by submitting, in writing, the recommended change and the facts substantiating this belief and reasons for making the recommended change. Such request must be submitted to the Procurement Official by the date specified in Exhibit 2, Key Action Dates.

Failure by any Bidder to raise any concern related to the solicitation requirements or a failure of a referenced internet link by the relevant Key Action Date will be deemed a waiver of any claim regarding the contract award relating to the solicitation requirements.

2.2.6 Bidders' Conference

A Bidders' Conference will be held, during which suppliers will be afforded the opportunity to meet with State personnel and discuss the content of the RFP and the procurement process. Suppliers are encouraged to attend the Bidders' Conference. The time, date, and place of such conference are included in Exhibit 2, Key Action Dates.

The State may accept oral questions during the conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Questions and appropriate answers discussed during the conference will normally be published within approximately ten (10) working days. If questions asked at the conference cannot be adequately answered during the discussion, answers will be provided with a published question and answer set. Oral answers shall not be binding on the State.

2.2.7 Supplier's Intention to Submit a Proposal

Suppliers who want to participate in the bidding process are asked to state their intention by submitting an email to the Procurement Official by the date specified in Exhibit 2, Key Action Dates, with the following elements:

- Company Name and address
- Contact name, email, and phone number

Bidders that submit their intention to submit a proposal will be placed on a notification list to receive email notifications of any changes or clarifications to any part of the RFP. Interested parties who do not intend to bid but would like to receive notifications for this procurement should submit a request to be added to the notification list. All addenda, Question and Answer

Sets, and Requests for Change will be published on the eProcurement California State Contracts Register.

2.2.8 Addenda

The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum. Addenda will be numbered consecutively. In the event that the solicitation is revised by an addendum, the Bidder is required to meet all requirements of the most current addendum, including using any updated forms. If any supplier determines that an addendum unnecessarily restricts its ability to bid, the supplier is allowed to ask a question or submit a request to change to the requirements according to the instructions contained in Section 2.2.4, Questions Regarding the RFP, and Section 2.2.5, Request to Change the Requirements of the RFP.

2.2.9 Discounts

In connection with any discount offered, except when provision is made for a testing period preceding acceptance by the State, time will be computed from date of delivery of the supplies or equipment as specified, or from date correct invoices are received in the office specified by the State if the latter date is later than the date of delivery. When provision is made for a testing period preceding acceptance by the State, date of delivery shall mean the date the supplies or equipment are accepted by the State during the specified testing period. Payment is deemed to be made, for the purpose of earning the discount, on the date of mailing the State warrant or check.

2.2.10 Joint Proposals

Joint proposals are not acceptable for this solicitation.

2.3 Proposal Process

2.3.1 General

The procurement process to be used in this acquisition consists of multiple steps. Refer to Exhibit 2, Key Action Dates, to determine which steps are included in this RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal. Costs submitted in any submission other than the Final Proposal may preclude the Bidder from continuing in the process.

2.3.2 Final Proposals

The State desires to obtain proposals that are responsive in every respect. Final Proposals must be complete with all required cost information, signatures, forms, and documentation.

2.3.2.1 Draft Proposal

A "limited" Draft Proposal step is included in this RFP. Submission of a Draft Proposal is strongly recommended so that the Bidder may minimize the risk that the Final Proposal will be deemed non-compliant. Bidders shall provide a completed Exhibit 6, Technical

Questionnaire. The draft proposal must be submitted by the date and time specified in Exhibit 2, Key Action Dates. Bidders shall limit their draft proposals to this information only.

For Draft Proposals that are evaluated, the Bidder will be notified via email of any defects the State has noted. Draft Proposals received late may be reviewed if the Procurement Official believes there is enough time and resources to do so. Notifying the Bidder of defects is intended to minimize the risk that the Final Proposal will be deemed non-compliant; however, the State will not provide any warranty that the Draft Proposal will be evaluated even if accepted for review, or that any or all defects in the Draft Proposal have been detected. Notification of defects in the Draft Proposal will not preclude rejection of the Final Proposal, if undiscovered defects contained in the Draft Proposal are later found in the Final Proposal.

The State may conduct confidential discussions with Bidders submitting Draft Proposals that have been reviewed by the State. At the confidential discussion, the State will identify areas of the Bidder's Draft Proposal that may not be fully compliant with the requirements of the RFP and areas that are confusing to the State Evaluation Team. Oral statements made by either party during confidential discussions shall not be binding.

2.3.3 Public Record

Final proposals are public upon posting of Notice of Intent to Award. Bidders should be aware that marking a document "confidential" or "proprietary" in a final will not keep that document from being released after notice of intent to award as part of the public record, in accordance with the California Public Records act. This act requires inspection or disclosure of governmental records to the public upon request unless exempted by law or a court has ordered the State not to release the document.

2.3.4 Submission of Proposals

The instructions contained herein apply to the Final Proposal. They also apply to the Draft Proposal, except as noted.

2.3.4.1 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

2.3.4.2 Bidder's Cost

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.3.4.3 Completion of Proposals

Proposals must be complete in all respects in accordance with Section 5, Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements. The Final Proposal must contain all costs required by the RFP in accordance with Section 4, Cost, and Section 5, Proposal Format, setting forth a unit price and total price for each unit price item, and a total price for each lump sum price item in the schedule, all in clearly legible figures. If required in Section 5, Proposal Format, cost data must be submitted under separate cover.

2.3.4.4 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

2.3.4.5 Signature of Proposal

All Bidders must complete the [Agreement Cover Letter \(https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx\)](https://www.dgs.ca.gov/-/media/1DCB49CFFD9642C4ADD9FCEDAB5C1D95.ashx) and include it with the proposal. The Agreement Cover Letter (which shall be considered an integral part of the Final Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Final Proposal shall be rejected.

2.3.4.6 Delivery of Proposals

Final Proposals must be submitted no later than the date and time specified in Exhibit 2, Key Action Dates. Proposals must be received by the Department of General Services on or before the specified date and time. Bidders are required to deliver proposals as required in Section 5, Proposal Format. Bidders should set up their email to receive a delivered receipt when submitting the electronic proposal.

Final Proposals not received by the date and time specified in Exhibit 2, Key Action Dates will be rejected.

In accordance with Section 5, Proposal Format, cost data must be in a separate attachment and clearly labeled. If cost data is not submitted in this manner, the proposal may be rejected. Proposals submitted under improperly labeled documents may be rejected.

2.3.4.7 Withdrawal and Resubmission/Modification of Proposals

A Bidder may withdraw its Final Proposal at any time prior to the proposal submission date and time specified in accordance with Exhibit 2, Key Action Dates, by submitting via email a written notification of withdrawal signed by the Bidder authorized in accordance with Section 2.3.4.5, Signature of Proposal. The Bidder may thereafter submit a new or modified proposal prior to such proposal submission date and time. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law,

Final Proposals cannot be changed or withdrawn after the date and time designated for receipt, except as provided in accordance with Section 2.3.6.3, Errors in the Final Proposals.

2.3.5 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3.6 Evaluation and Selection Process

2.3.6.1 General

Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.6.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Proposals, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.6.3 Errors in the Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections.

In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.

If hard copies are submitted and there is a discrepancy between the Master copy and the additional copies, the Master copy shall have priority over the additional copies.

The State may at its sole option correct obvious clerical errors, arithmetic errors, and discrepancies. If necessary, the cost extensions and summary will be recomputed accordingly, if obviously misstated. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the extended total price by the quantity of the item.

The State may at its sole option correct errors of omission, and in the following four (4) situations, the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal.

1. If an item is described in the narrative and omitted from the contract and cost data provided in the proposal for evaluation purposes, it will be interpreted to mean that the item will be provided by the Bidder at no cost.
2. If a minor item is not mentioned at all in the Final Proposal and is essential to satisfactory performance, the proposal will be interpreted to mean that the item will be provided at no cost.
3. If a major item is not mentioned at all in the Final Proposal, the proposal will be interpreted to mean that the Bidder does not intend to supply that item.
4. If a major item is omitted, and the omission is not discovered until after contract award, the Bidder shall be required to supply that item at no cost.

The determination of whether an item is minor or major is the responsibility of the State.

If a Bidder does not follow the instructions for computing costs not related to the contract (e.g., State personnel costs), the State may reject the proposal, or at its sole option, re-compute such costs based on instructions contained in the RFP.

If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Bidder (if awarded the contract) or in a requirement of the Bidder to supply a major item at no cost, the Bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE COST ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

At the State's sole discretion, it may declare the Final Proposal to be a Draft Proposal if the State determines that Final Proposals from all Bidders contain material deviations. Bidders may not protest the State's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may issue an addendum to the RFP. Should this occur, confidential discussions will be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Final Proposals will be evaluated in accordance with Section 6, Evaluation.

2.3.7 Award of Contract

Award of contract, if made, will be in accordance with Section 6, Evaluation, to a responsible Bidder whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State.

The State reserves the right to determine the successful Bidder either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

2.3.8 Debriefing

A debriefing may be held after contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the technical and cost evaluations of the Bidder's Final Proposal. A debriefing is not the forum to challenge the RFP specifications or requirements.

2.4 Contractual Information

2.4.1 Contract Provisions

The State has model contract provisions to be used by State agencies when contracting for non-IT goods and services. The model contract provisions appropriate for the specific requirements of this RFP are included in the RFP.

2.4.2 Specific Terms and Conditions

The contract to be awarded is included in the solicitation document in its final form, and any alteration by a Bidder will result in rejection of its proposal.

2.4.3 Term of Contract

The State intends to acquire the required goods and services for at least the period specified in Section 1.1, Scope of this Request for Proposal.

2.5 Other Information

2.5.1.1 Award Protest

This solicitation/acquisition is being conducted under the provisions of the Alternative Protest Process (Public Contract Code Section 12125, et seq.) By submitting a bid or proposal to this solicitation, the bidder consents to participation in the Alternative Protest Process, and agrees that all protests of the proposed award shall be resolved by binding arbitration pursuant to the California Code of Regulations, Title 1, Division 2, Chapter 5. Link to the Alternative Protest Process regulations:
<https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Laws-and-Regulations/Bid-Protest-Regulations>

A Notice of Intent to Award for this solicitation will be publicly posted on the Department of General Services Procurement Division webpage and sent via facsimile to any bidder who submits a written request for notice and provided a facsimile number. DGS/PD webpage link:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Award-Notifications?search=Award%20Notice>

During the protest period, any participating bidder may protest the proposed award on the following grounds:

1. For major information technology acquisitions – that there was a violation of the solicitation procedure(s) and that the protesting bidder's bid should have been selected; or

2. For any other acquisition – that the protesting bidder’s bid or proposal should have been selected in accordance with the selection criteria in the solicitation document.

A written Notice of Intent to Protest the proposed award of this solicitation must be received (facsimile acceptable) by the Coordinator before the close of business 5 p.m. PST/PDT on the 2nd working day after issuing the notice of intent, as specified in the solicitation. Failure to submit a timely, written Notice of Intent to Protest waives bidder’s right to protest.

Bidder is to send the notice of protest to:

Alternative Protest Process Coordinator/Dispute Resolution
Department of General Services
Procurement Division
Purchasing Authority Management Section
707 Third Street, 2nd Floor South
West Sacramento, CA 95605
Fax: 916 / 376-6226

Within seven (7) working days after the last day to submit a Notice of Intent to Protest, the Coordinator must receive from the protesting bidder the complete protest filing including the signed, written detailed statement of protest including exhibits, filing fee and deposit or small business certification as applicable. Untimely submission of the complete protest filing waives the bidder’s right to protest.

Protest bond requirement: bond amount for this Alternative Protest Process shall be 10 percent of the contract amount as specified in the solicitation. See California Code of Regulations, Title 1, Section 1418.

2.5.2 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Exhibit 2, Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

3. Section 3 – Requirements

This section contains the bidding requirements pertaining to this RFP and will be applicable to the resulting contract. Bidder's proposal shall meet the State's needs as defined in this RFP. Within Section 3, Bidding Requirements, the following sections identify the requirements that pertain to this RFP and resulting contract:

- Section 3.1, Technical Requirements
- Section 3.2, Administrative Requirements
- Section 3.3, Contract Requirements

Prior to award of the contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the contract. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) business days to submit the information requested.

Exhibit 3, Narrative Response lists the items to which the State requires a narrative response. Bidders are not to include narratives within this section or for items where a narrative is not requested.

3.1 Technical Requirements

3.1.1 Proposed Products (M)

This RFP requires Bidders to submit a proposal for Fleet Vehicles as described in Exhibit 5, Technical Specifications and Exhibit 1, Cost Workbook. All requirements listed within Section 3, Bidding Requirements, shall apply to all Fleet Vehicles unless otherwise noted.

Bidders shall propose solutions for any or all line items in the Fleet Vehicle categories listed below.

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & Sport Utility Vehicles (SUVs)

Exhibit 1, Cost Workbook must be completed in accordance with Section 4, Cost and submitted in accordance with Section 5, Proposal Format.

Bidders need to verify the proposed product is in the appropriate vehicle category (i.e., hatchback, midsize, large, sedan, etc.) based on the description listed in the [Fuel Economy Guide](https://www.fueleconomy.gov/feg/printGuides.shtml) (<https://www.fueleconomy.gov/feg/printGuides.shtml>).

3.1.1.1 Minimum Technical Requirements

Exhibit 5, Technical Specifications and line-item descriptions in Exhibit 1, Cost Workbook are comprised of the minimum core requirements for vehicles, upgrade options, and

accessories. All proposed vehicles shall meet or exceed the minimum requirements. If Bidder is proposing vehicle(s) that exceed minimum requirements, the proposed vehicle(s) shall not conflict with any other line items.

3.1.1.2 Technical Questionnaire

Bidders shall use Exhibit 6, Technical Questionnaire to enter proposed product information. Proposed products shall meet or exceed the minimum requirements.

The State may at its sole option correct discrepancies between the proposed product information in the Technical Questionnaire and the information shown on www.fueleconomy.gov and manufacturer's website.

3.1.2 Technical Literature Content (M)

Upon request from the State, the Bidder shall provide technical literature and references confirming the State's requirements. The Bidder confirms that statements contained in the Technical Literature such as "technical literature and references are subject to change without notice" are not intended to limit the Bidder's commitment to meeting the requirements of this RFP.

3.1.3 Product Substitutions/Discontinued Items (M)

The vehicles proposed to meet the requirements of this RFP must be available throughout the duration of the contract term. If, during the life of the contract, a contract vehicle is discontinued, the Contractor shall notify the State Contract Administrator in writing and propose a comparable substitute product or configuration at least 30 calendar days prior to vehicle discontinuation. The State Contract Administrator will review the substitute vehicle and determine acceptability.

Once the substitute vehicle has been approved, the State Contract Administrator will provide written approval to the Contractor to update contract item information. These changes will be made in the form of a contract supplement.

The Contractor will maintain the contract discount as bid throughout the original term of the contract and any extension, including upon approved substitution.

If no substitute product is available that meets or exceeds the specifications due to fundamental technology or market change, the State may alter the configuration requirements to meet the updated marketplace standards. Obsolescence of a configuration may be determined at the State's discretion.

The Contractor shall not substitute products or configurations or modify contract website information without written approval from the State Contract Administrator.

3.1.4 Options (M)

All factory options shall be available and priced at dealer cost plus up to 10% for an addition or dealer cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The successful Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

3.1.5 Post-Consumer Recycled Content Certification (M)

State departments are required to report purchases made within eleven (11) product categories in the California Department of Resources Recycling and Recovery's (CalRecycle), State Agency Buy Recycled Campaign (SABRC) in accordance with PCC sections 12200-12217.

In order to comply with those requirements, Bidders are required to certify in writing the minimum percentage, if not the exact percentage, of post-consumer recycled content (PCRC) material in each of the products offered as part of this solicitation.

The Post-Consumer Recycled Content (PCRC) Certification Workbook contains the following documents:

- PCRC Percentages Worksheet – Contractor shall complete the PCRC Percentages Worksheet listing the percentage of post-consumer recycled content material for each product offered.
- Letter of Certification – Contractor shall print and sign the Letter of Certification certifying that the minimum percentage, if not exact percentage, listed in the PCRC Percentages Worksheet is accurate. The Letter of Certification shall be furnished under penalty of perjury. The Letter of Certification shall be provided regardless of content, even if the products contain no post-consumer recycled material.
- Reportable Product Categories Table – This table is provided for informational purposes only and identifies the eleven (11) reportable SABRC product categories.

The Bidder shall complete and submit the [PCRC Certification Workbook](https://www.dgs.ca.gov/-/media/79D2E081983F4B889E8A99EC9ABF463B.ashx) (<https://www.dgs.ca.gov/-/media/79D2E081983F4B889E8A99EC9ABF463B.ashx>) with their proposal or within five (5) working days of request by the State.

During the life of the contract, the Contractor will be required to submit revised PCRC Certification Workbook information if percentages are adjusted or if substitute line items are approved by the State Contract Administrator

At the State's option prior to award, Bidders may be required to submit additional written clarifying information.

3.1.6 Warranty/Maintenance (M)

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from resulting contract(s). All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for any resultant contract shall meet the following:

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/dealer in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Proposals offering independent insurance or a statement indicating self-insurance will be deemed non-responsive and will be rejected. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

3.1.6.1 Repair Parts (M)

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g. fuel cell vehicles) or unusual market circumstances may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

3.1.6.2 Maintenance Plan (M)

The Bidder shall offer a maintenance plan covering all regularly scheduled service for a minimum of five (5) years/75,000 miles.

The maintenance plan shall include at a minimum all manufacturer recommended services such as, but not limited to, the following:

- Oil changes;
- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan need not cover wear items such as brake pads/shoes, wiper blades, etc.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The State prefers a factory-sponsored plan available at all the manufacturer's retail dealerships; however, if one is not available, the Bidder may offer a plan through themselves or a sub-contracted third party.

Non-factory sponsored plans must not void the manufacturer's warranty and shall be available in both northern and southern California, at a minimum, within:

- a) 30-mile radius of the State Capitol, per Google Maps; or
- b) Los Angeles County,

The Bidder shall choose the type of Maintenance Plan offered below for all vehicles proposed and indicate on the Exhibit 3, Narrative Response:

- Manufacturer Plan
- Dealer Plan
- 3rd Party Plan

(For 3rd Party Plans, Bidder must enter sub-contractor information in Bidders Declaration Form, refer to section 3.2.13, Declaration Forms)

3.2 Administrative Requirements

3.2.1 Cost Workbook

Exhibit 1, Cost Workbook contains the cost worksheets that Bidders shall use to enter prices for this solicitation.

3.2.2 Pricing (MS)

The price quoted on Exhibit 1, Cost Workbook shall be the price per vehicle for the applicable line item for delivery in Sacramento County. Prices quoted do not include Federal Excise Tax, the California Tire Fee, or Documentation Fee.

The State shall receive full benefit of all manufacturers' price declines, effective on the date of manufacturer's general public announcement.

Pricing and discounts proposed in Exhibit 1, Cost Workbook will be evaluated and scored in accordance with Section 6, Evaluation.

3.2.2.1 Promotional Pricing (M)

During special pricing promotions, the Contractor shall offer State and local agencies the promotional pricing or the discount percentage off list, in accordance with Section 3.2.2, Pricing, whichever is lower.

The Contractor shall notify the State Contract Administrator of all promotional pricing changes. Notification shall include at a minimum:

- Promotion start and end dates
- Models, products, and services included in the promotion
- Promotional pricing

Promotional pricing shall not be cause for a permanent change in pricing. Promotional pricing shall not be cause for Contract Refresh.

Promotional items shall come with all benefits of the statewide contract terms and conditions and shall include all provisions such as warranty and delivery.

3.2.2.2 Volume Discounts (NM)

Bidders may offer a volume discount per line item. A volume discount will apply to all orders of ten (10) or more of the same vehicle on the same order. If offered, the volume discount amount shall be indicated on Exhibit 3, Narrative Response. Volume discount offered shall remain available for the entire contract term, including any extension options.

3.2.2.3 State of California Employee Pricing on ZEV for Personal Use (NM)

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), the Contractor may offer a discount to any interested State of California Employee when purchasing a ZEV for personal use.

The discount may be offered in any one of the following ways:

- Price offered same as in contract
- Percentage discount off MSRP
- Cash discount

Bidder shall specify in detail any discount offered to State of California employees in Question ten (10) on Exhibit 3, Narrative Response. Contractor shall notify the Contract Administrator whenever there is any change to the discount or vehicle availability.

3.2.2.4 Price Adjustments (M)

All prices shall be firm fixed for the contract term, including any optional year extensions, unless a price adjustment is granted.

A price increase may be requested with each new model year and must be submitted in writing. Requests must include supporting documentation of price adjustments at the manufacturing level. A price increase request of more than 3 percent will not be accepted. In the event of a major vehicle change or unusual market circumstances a price increase of more than 3 percent may be considered. Price increases will be reviewed and evaluated on a quarterly basis.

****Contractor must price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle will be unavailable for ordering until the price increases have been evaluated and approved.**

Each line item discount percentage established in Exhibit 1, Cost Workbook shall not decrease during the contract term including any extension period(s). Price adjustments shall not produce a higher profit margin for the contractor than that established in the original contract pricing. No price adjustments shall apply to quantities ordered from the contract prior to the effective date of the price adjustment.

Upon receipt of such notice, the State reserves the right to:

- a. Accept the adjustment as competitive with the general market price at that time; or
- b. Negotiate proposed price adjustments. Note: The State will notify the Contractor, in writing, its desire to negotiate. The State will have ten (10) working days to complete negotiations; or
- c. Deny adjustment request and continue with current contract prices; or
- d. Cancel the contract's unpurchased balance without prejudice, effective upon written notice from the State.

Note: If negotiations fail to produce any agreement, the State reserves the right to exercise Options a or d with an effective date no later than ten (10) working days after unsuccessful negotiations.

3.2.3 Customer References (MS)

The purpose of Customer References is for the Bidder to demonstrate to the State that the Bidder can provide vehicles and can handle the anticipated spend for this solicitation.

Bidders shall be required to submit two (2) customer references from two (2) different customers.

The References must be for the Bidder.

Customers are defined as end-users of the product. References from a contractor that the Bidder did sub-contract work for are not acceptable.

Each customer reference shall:

- Be for work performed within the last five (5) years prior to bid submission due date.
- Be for similar product (i.e., sale and distribution of vehicles) to that requested in this RFP.
- The work performed (first bullet) must be valued at or above \$500,000.00. An accumulation of orders from a single customer entity meeting the applicable minimum value is acceptable.

References from the DGS-PD are not acceptable. References for transactions against California Statewide Contracts or other Leveraged Procurement Agreements must be from an ordering department.

The average score for each customer reference must be three (3) or higher. If the average score on any reference is less than three (3) the bid will be considered non-responsive. Any question not scored will receive zero (0) points toward the average.

Bidder shall submit the Customer References within five (5) working days after notification from the State. Customer References must be provided on Exhibit 4, Customer Reference Form.

The State may contact the customer references to verify the information on the submitted forms. Failure to submit compliant references may result in rejection of the bid.

Customer References will be allotted points as specified in Exhibit 7, Vehicle Procurement Evaluation Methodology.

For the purpose of scoring, if more than the required number of customer reference forms are submitted, the first two (2) references will be used (in order of appearance from first page to last). The State will not pick and choose between references for the purpose of points.

3.2.4 Seller's Permit (M)

This RFP is subject to all requirements set forth in Sections 6452, 6487, 7101 and 18510 of the Revenue and Taxation Code, and Section 10295 of the Public Contract Code (PCC).

Bidders are required to provide their retailer's seller's permit information on Exhibit 3, Narrative Response. A copy of the seller's permit shall be submitted no later than the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.5 Payee Data Record (M)

Upon request from the State, the Contractor must complete and submit a [Payee Data Record \(STD 204\)](http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>), during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.2.6 OEM Authorized Dealer (M)

If the Bidder is not the Original Equipment Manufacturer (OEM) of the vehicle being proposed, the Bidder must provide, on OEM company letterhead and signed by an authorized OEM representative, documentation identifying the Bidder as an authorized OEM dealer.

3.2.7 State of California Dealer License (M)

Bidder shall provide their current State of California Vehicle Dealer License number on Exhibit 3, Narrative Response.

3.2.8 Darfur Contracting Act (M)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services (DGS) to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)).

A Bidder is required to submit a completed the [Darfur Contracting Act form-](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States.

Bidders are required to submit the Darfur Contracting Act form. Failure to submit this form with their proposal or within five (5) working days within request from the State will result in the proposal being considered non-responsive.

If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply. Bidders shall submit their response on Exhibit 3, Narrative Response.

3.2.9 California Civil Rights Laws (M)

Pursuant to Public Contract Code section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (a) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- (b) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit the [California Civil Rights Laws Certification](https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_attachments/california_civil_rights_law.pdf) (https://www.dgs.ca.gov/-/media/divisions/pd/acquisitions/solicitation_attachments/california_civil_rights_law.pdf). Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.10 Iran Contracting Act

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must complete and return the attached IRAN Contract Act Certification form with their bid response certifying that it is not on the list of ineligible vendors prohibited from doing business with the State of California.

Bidders are required to submit the [Iran Contracting Act Certification](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_3.pdf) with their proposal. Failure to submit this form with the proposal will result in the proposal being considered non-responsive.

3.2.11 Insurance Requirements (M)

The Contractor must maintain in force applicable insurance in accordance with the Non-IT General Provisions (rev 11/19/2021), Section 21 entitled “Insurance.” Contractor shall furnish

an insurance certificate evidencing required insurance coverage acceptable to the State within five (5) days of request.

3.2.12 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file, a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders must submit the [Federal Debarment Certification form](http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf) (http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_2.pdf) with the bid response or within five (5) working days of request from the State. Failure to submit this form will result in the bid being considered non-responsive.

3.2.13 Declaration Forms (M)

All Bidders must complete the [Bidder Declaration Form \(GSPD-05-105\)](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf) (<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>) and include it with the bid response. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

Bidders and/or subcontractors who have been certified by California as a DVBE must also submit a completed [Disabled Veteran Business Enterprise Declaration Form DGS PD 843](http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf) (http://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf). All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form. The completed form should be included with the bid response.

3.2.14 Socioeconomic Programs

This solicitation may contain the following socioeconomic requirements and/or optional Bidder preferences and incentives:

- A. Disabled Veteran Business Enterprise (DVBE) Program Requirements and DVBE Incentive
- B. Small Business Preference
- C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)
- D. Non-Small Business Subcontractor Preference
- E. Target Area Contract Preference Act (TACPA) Preference

All certified firms must perform a “commercially useful function” in the performance of the contract as defined in Government Code (GC) section 14837(d)(4).

A. DVBE Program Requirements and DVBE Incentive:

For purposes of this solicitation the DVBE participation requirement has been waived.

This solicitation provides an incentive for DVBE participation. The [California DVBE Bid Incentive Instructions](https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx) (<https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx>) includes information about the DVBE incentive.

B. Small Business Preference

A 5 percent bid preference is available to Bidders certified as a small business in accordance with GC 14835 *et seq.* If applicable, Bidders must claim this preference on Exhibit 3, Narrative Response.

Bidders claiming the small business preference must be certified by California as a small business. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the bid due date, and the OSDS must be able to approve the application as submitted.

The Small Business regulations concerning the application and calculation of the small business preference, small business certification, responsibilities of small business, department certification, and appeals can be viewed in the [California Code of Regulations \(Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 *et seq.*\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default))) ([https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=\(sc.Default\)\)](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IABE101D0D49111DEBC02831C6D6C108E&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)))).

C. Small Business Nonprofit Veteran Services Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code (MVC) section 999.50 *et seq.* and obtaining a California certification as a small business are eligible for the 5 percent small business preference. If applicable, claim the preference on Exhibit 3, Narrative Response. SB/NVSAs claiming the small business preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916)375-4940.

D. Non-Small Business Subcontractor Preference

A 5 percent bid preference is available to a non-small business claiming 25 percent California Certified small business subcontractor participation. If applicable, claim the preference on Exhibit 3, Narrative Response.

E. Target Area Contract Preference Act (TACPA) Preference

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

Bidders desiring to claim the TACPA preference are encouraged to carefully review the [TACPA forms, requirements, and submittal instructions](https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit) (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Policy-Training-and-Customer-Service/Dispute-Resolution-Unit>). Bidders must complete and submit all applicable preference program forms to be considered for a preference.

The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from Bidders, manufacturers, subcontractors and any other sources available

at the time of bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State’s request may result in the denial of the preferences requested.

Contracts awarded with the applied preference will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

3.2.15 Commercially Useful Function (CUF) (M)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one (1) or more of the socio-economic programs (i.e., DVBE or small business), must perform a commercially useful function in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for DVBE and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- responsibility for the execution of a distinct element of the work
- actually performing, managing, or supervising the work
- performing work that is normal for its business services and functions
- not further subcontracting work that is greater than that expected by normal industry standards
- responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

At the State’s option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

3.2.16 Subcontractor CUF Requirements (NM)

Only the Subcontractor Tasks outlined in the table below will be considered distinct elements of the work and no more than the corresponding percentages may be claimed for these tasks for the purpose of applying a preference or incentive. Percentages may be lower on individual purchase orders. Should tasks overlap between subcontractors, the maximum percentage must be divided between the subcontractors so as not to be exceeded.

Subcontractor Tasks	RFP Reference Sections	Contract Percentage Maximum
Website Development and Maintenance	3.3.9	1%
Ordering Management/Customer Support	3.3.14	2%

Subcontractor Tasks	RFP Reference Sections	Contract Percentage Maximum
Delivery	3.3.19	1%
Contract Reporting	3.3.32	1%

3.2.17 SB/DVBE Participation Commitment Requirement (M)

Within six (6) months of contract award, the Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractors are actually performing the work committed to and being paid accordingly, as reported in accordance with Section 3.3.34, Small Business/Disabled Veteran Business Enterprise Participation Report.

The corresponding percent of bid price identified on the Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example:

- Bidder commits to 3 percent DVBE subcontractor participation on a contract
- Total spend for the contract is \$1,000,000.00.
- Contractor shall pay subcontractor a minimum of \$30,000.00 for work performed under the contract.

3.2.18 Subcontractors (M)

If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders awarded a contract are contractually obligated to use the proposed subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

3.2.18.1 Notice of Subcontractors (M)

Upon award to a Contractor, notice shall be given by the State to the subcontractors listed in the Bidder Declaration Form of their participation in the contract. Notification to the subcontractor by the prime Contractor is encouraged immediately after award of an RFP.

3.2.19 Distribution Plan (M)

Bidders shall describe in detail their Distribution Plan on Exhibit 3, Narrative Response. The Distribution Plan should be the Bidder’s written plan for distribution of the products. The plan must clearly show distribution from the manufacturer to the end user, including all points in between specific to this resulting contract only, and the role that the bidder, as the Contractor of record, will play in the distribution.

This plan should clearly identify all parties, including any subcontractor, DVBE and/or small business participants involved in the execution of this contract and their responsibilities. Work

performed by a Bidder or a subcontractor, who is a California certified small business and/or DVBE, must perform a Commercially Useful Function (CUF) in accordance with Section 3.2.15, Commercially Useful Function.

The Contractor shall advise the State Contract Administrator by written notification of any changes in the distribution plan made during the term of the contract and any extensions.

3.3 Contract Requirements

This section contains the mandatory contract requirements that will apply to the contract(s) resulting from this RFP. The prime Contractor shall be responsible for successful performance of the resulting contract(s). The prime Contractor shall also be responsible for successful performance of any and all of their subcontractors.

Furthermore, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters, payments, and warranty issues for the term of the contract and any extensions.

All State policies, guidelines, and requirements apply to subcontractors. The prime Contractor and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

3.3.1 Confidentiality (M)

The Contractor, with access to confidential State information in the course of performing under the contract, will be required to exercise security precautions for such data that is made available and must accept full legal responsibility for the protection of this confidential information.

Under no circumstances shall the Bidder use or publish, sell, or otherwise disclose to any third party the contents of any records or data, or reports derived from data, without the authorization and written consent of the State.

3.3.2 Contract Terms and Conditions (M)

By signing the Agreement Cover Letter and submitting a proposal, Bidder is agreeing to accept all of the following terms and conditions without addition or modification:

- [General Provisions \(Non-IT Commodities\) revised 11/19/2021](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (<https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx>)

Bidder also agrees to comply with all applicable statues, rules, regulations and orders of the United States and the State of California which include, but are not limited to:

- Non-Discrimination Toward WTO GPA Signatories (<https://www.wto.org/index.htm>)
- Plastic Trash Bag Certification Violations (Public Resources Code Section 42290, et seq.)
- Air or Water Pollution Violations (Government Code Section 4477)
- Fair Employment and Housing Commission Regulations (Government Code Section 12990)
- Unfair Practices Act and Other Laws (Business and Professions Code Section 17000 et seq.)

3.3.3 Contract Implementation Period (M)

Within fifteen (15) calendar days after Notice of Intent to Award, a contract kick-off meeting will be scheduled between the State Contract Administrator and Contractor. At the contract kick-off meeting, the Contractor shall provide the following:

- Contractor Contract Manager Information (Section 3.3.5)
- Customer Service contact information and physical location (Section 3.3.6)
- Plan for maintaining SB/DVBE subcontractor commitments
- Completed PCRC Workbook information (if not submitted in proposal) (Section 3.1.5)
- Payee Data Record (Section 3.2.5)
- Copy of Seller Permit (Section 3.2.4)
- Preliminary sample of a pre-order quote (Section 3.3.10)

Contract award may be contingent on the completion of the items listed above. If a Contract Website/Electronic Quoting System is offered, Contractor shall provide the State Contract Administrator the final website for approval within thirty (30) calendar days after contract award.

3.3.4 State Contract Administrator (M)

The State Contract Administrator will be the contact person throughout the life of the contract, unless modified by contract supplement. Any modifications to the requirements contained in the contract may only be authorized by the State Contract Administrator or his/her designee through contract supplement.

3.3.5 Contractor Contract Manager (M)

The Contractor will assign a Contract Manager for contract management purposes. The Contract Manager will be the contact person throughout the life of the contract, unless modified by contract supplement. Contractor must immediately notify the State Contract Administrator of changes to the Contract Manager. The Contract Manager must be authorized to make decisions on behalf of the Contractor.

The Contract Manager is to be identified during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.6 Customer Service (M)

The Contractor will have a customer service unit that supports this contract. The customer service unit shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT. The customer service unit shall respond to all inquiries within 24 hours.

The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract

- Have the authority to take administrative action to correct problems that may occur

Prior to contract award, Contractor shall provide customer service information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.7 Problem Resolution (M)

The Contractor shall promptly notify the State Contract Administrator in writing of any unresolved issues or problems that have been outstanding for more than three (3) business days. The State Contract Administrator shall notify the Contractor of the same.

3.3.8 Promotional Materials (M)

All promotional materials or press releases referencing the contract shall be submitted to the State Contract Administrator for review and DGS approval prior to release.

3.3.9 Contract Website/Electronic Quoting System (NM)

An Electronic Quoting System will allow ordering agencies to generate and print a quote from the Contractor's contract website. If offered, the system shall have the capabilities of providing an itemized quote as described in Section 3.3.10, Pre-Order Quote Requests. All prices quoted through the Electronic Quoting System shall be in accordance with the established Statewide contract prices.

An Electronic Quoting System is a non-mandatory requirement. Bidder's willing to meet this requirement shall describe their capabilities in providing this system in Exhibit 3, Narrative Response. The State will review and determine acceptability of the Electronic Quoting System functions.

3.3.9.1 Contractor Website Maintenance (M)

The website shall be updated upon permanent change of any contract items or pricing. All changes to the website must be submitted in writing to the State for review and approval. The website must include any changes to vehicle models per Section 3.1.3, Product Substitutions/Discontinued Items.

3.3.10 Pre-Order Quote Requests (M)

Upon request, Contractor shall provide an itemized quote to ordering agencies that contain, at minimum, the following information:

- Contractor letterhead
- Quote "prepared by" name and contact information
- Quote number
- Date of quote
- Ordering agency name
- Ordering agency contact person

- Contract number
- Contract line item number
- Quantity
- Description of item
- Manufacturer's part number/SKU
- Contract unit price
- Vehicle options price (dealer cost plus up to 10%)
- Extended price (quantity x contract Price)
- Subtotals of taxable and non-taxable items
- Rate and calculated tax (based on Bill To address)
- Applicable fees (e.g., tire fees)
- Grand total

Quotes shall be generated and provided manually by the Contractor or using an approved Electronic Quoting System, if offered, per Section 3.3.9, Contract Website/Electronic Quoting System. Prior to contract award, Contractor shall provide a preliminary sample of a pre-order quote during the contract implementation period as identified in Section 3.3.3, Contract Implementation Period.

3.3.11 Order Acceptance (M)

The Contractor shall accept orders from any State department or local governmental agency.

The Contractor shall not accept purchase documents for this contract that:

- Are incomplete
- Contain non-contract items or items outside the scope of the contract
- Contain non-contract terms and conditions

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the State Contract Administrator.

3.3.12 Purchase Execution (M)

State departments will submit orders directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

Orders will be submitted using a Purchasing Authority Purchase Order (Std. 65) or using the Fi\$Cal Purchase Order process.

Local governmental agencies may submit orders on their own purchase document directly to the Contractor via one of the ordering methods in accordance with Section 3.3.14, Ordering Methods.

3.3.13 Minimum Order (M)

The minimum order is one (1) vehicle.

3.3.14 Ordering Methods (M)

The Contractor shall accept orders through the following methods:

- Facsimile – A facsimile number to be used by ordering agencies for placing orders is to be in place before the commencement of this contract. Facsimile orders must be accepted between the hours of 8:00 AM and 5:00 PM (PT), Monday through Friday.
- Mail – Contractor must have the capability to receive orders by mail in place before the commencement of this contract.
- Email – An email address to be used by ordering agencies for placing orders is to be in place before the commencement of this contract.

Prior to contract award, Contractor shall provide ordering information during the contract implementation period in accordance with Section 3.3.3, Contract Implementation Period.

3.3.15 Order Acknowledgement (M)

The Contractor must provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification* (if applicable)
- Discontinued Vehicle Notification (if applicable)

3.3.16 Discontinued Vehicle Remedy (M)

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

- Amend purchase document to reflect State-approved substitute item (in accordance with Section 3.1.3, Product Substitutions/Discontinued Items)
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract items or unauthorized products without approval from the State Contract Administrator.

3.3.17 Manufacturer Order Cut-Off

In the event a current model year vehicle does not immediately roll over to the next model year after an order cut-off date, the Contractor shall notify the State Contract Administrator as soon as that information becomes available. The Contractor shall provide an estimate of when orders for the next model year vehicle will be accepted.

3.3.18 Free on Board (F.O.B) Destination (M)

Dealers shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the dealer and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the dealer is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering organization, except the responsibility for latent defects, fraud, and the warranty obligations.

3.3.19 Delivery Locations (M)

Deliveries are to be made statewide from the factory to the Contractor's place of business or a designated delivery location closest to the ordering agency. A designated or "courtesy" delivery location shall have the facilities to accommodate a pre-delivery service and inspection.

Ordering agencies have the option to receive vehicles at the Contractor's designated business location or have it delivered to the location specified on the individual order. Appropriate delivery instructions shall be provided on the Purchase Order. Contractor shall contact the ordering agency if Purchase Order is submitted without specific delivery instructions.

Caravan or drive-away method of delivery from the factory to a Contractor's designated business site is not acceptable unless agreed upon by the ordering agency.

Unless pre-arranged between the dealer and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

****Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.**

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are 10:00AM to 4:00PM local time.

Drop ship deliveries shall not be made without prior State inspection.

All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

3.3.20 Delivery Schedules (M)

Delivery of vehicles shall be completed within one-hundred and fifty (150) calendar days after receipt of an order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Section 3.3.15, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Section 3.3.15, Order Acknowledgement.

3.3.21 Security Requirements for Deliveries (M)

Deliveries may be made to locations inside secure grounds that require prior clearances or special entry procedures to be followed for delivery drivers.

Security procedures may vary from facility to facility. The Contractor will be responsible for contacting the secure location for security procedures, hours of operation for deliveries and service, dress code, and other rules of delivery.

Deliveries that are delayed due to drivers not being cleared to enter secure grounds may be cause for contract default.

3.3.22 Pre-Delivery Checklist (M)

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering dealer and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

3.3.23 Documents (M)

The following documents shall be delivered to the receiving agency with the vehicle:

- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- "Line Set Tickets" or "Window (Monroney) Sticker" showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner's manual

3.3.24 Inspection and Acceptance (M)

Inspection and acceptance shall be in accordance with the General Provisions, paragraph 16 titled Inspection, Acceptance and Rejection (Section 3.3.2, Contract Terms and Conditions – General Provisions (GSPD-401 Non-IT Commodities) revised 11/19/2021.

3.3.25 Receiving Inspection

Vehicles ordered for State use will be inspected by a State inspector at the dealer's place of business or designated delivery location per Section 3.3.19, Delivery Locations.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the delivering dealer will make the necessary repairs, adjustments, or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the dealer from satisfying the requirements of the contracts, specifications, and warranty. Specification requirement deviations detected by the owning department shall be corrected by the dealer in an expeditious manner at no expense to the owning department.

3.3.26 In-Service Notification (M)

Vehicles not placed in service immediately upon receipt shall be warranted from the date the unit is placed in service. The receiving department shall notify the dealer in writing of the actual "In-Service" date.

3.3.27 State Notification (M)

The dealer shall notify the State Contract Administrator in writing of any strike, plant shutdown, etc., that may result in eventual delivery delays.

3.3.28 Product Recall Procedures (M)

The Contractor shall provide recall notification in writing to each applicable ordering agency through the most expedient method possible. The notices, at a minimum, shall include a complete product description and/or identification, and complete instructions on recall procedures.

3.3.29 Invoicing (M)

Invoices shall be submitted to the ordering agencies within seven (7) calendar days from date of delivery.

Ordering agencies may require separate invoicing, as specified by each ordering agency.

3.3.30 Payment (M)

State departments and local government agencies may pay by check or electronic funds transfer. Payments are to be made in accordance with paragraph 30 of the State's General Provisions (Section 30, General Provisions – Non-IT Commodities, Rev. 11/19/2021).

3.3.30.1 State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing (using GS \$Mart) or operating lease (using Lease \$Mart) via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected Lender/Lessor will pay the supplier on behalf of the State for all product listed on the State's procurement document.

3.3.31 Restocking Fees

The Contractor may impose a restocking fee to the ordering agency on any order cancelled after the order has been placed with the manufacturer. The Contractor shall notify the ordering agency of the order placement per Section 3.3.15, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

3.3.32 Reporting (M)

During the contract period, Contractor is required to submit the reports outlined in this section on a monthly basis. Reports shall contain at a minimum, the data elements identified in the State's report templates as stated in Section 3.3.32, Reporting, and will be provided to the Contractor(s) upon award.

Reports shall be provided to the State Contract Administrator, in Excel format only via email or U.S. Mail on a CD-ROM, by the 15th day following the ending of the reporting period (previous calendar month).

Reports are required every month, including months of no new activity.

3.3.32.1 Contract Usage Report (M)

The Contract Usage Report shall detail all invoiced purchases against the contract by both State and local governmental agencies during the specified reporting period.

The state-provided report will contain the following elements:

- Supplier Contract Usage ID
- Ordering Agency Name
- State or Local Agency Identifier
- Purchasing Authority Number (for State Departments)
- Agency Billing Code
- Purchase Order Number
- Purchase Order Date
- Delivery Date
- Contract Line Item Number (CLIN)
- UNSPSC Code (Version 10)
- Manufacturer Part Number (OEM #)
- Manufacturer (OEM)
- SKU #/ID #
- Item Description
- Unit of Measure
- Quantity in Unit of Measure
- EPP (Y/N)
- Quantity
- List Price/MSRP
- Index Date/Catalog Version
- Contract Unit Price
- Contract Discount
- Extended Contract Price Paid
- Core/Non-Core
- Group ID/Segment ID

3.3.32.2 Local Business Activity Report (M)

The Local Business Activity Report shall detail all local governmental agencies invoiced purchases against the contract during the specified reporting period. In addition, a Local Governmental Agencies Incentive Fee is due to DGS-PD in accordance with Section 3.3.32.3, Local Governmental Agencies Incentive Fee. The Local Business Activity Report is separate from Section 3.3.32, Reporting.

The state-provided report will contain the following elements:

- Total Local Usage Purchase Order Date
- Total Purchase Amount (excluding taxes)
- Agency Contact Name
- Agency Telephone Number
- Agency Address
- Total Incentive Fee
- Column Name
- Supplier ID
- Local Governmental Agency Name
- Purchase Order Number

3.3.32.3 Local Governmental Agencies Incentive Fee (M)

For all local government agency transactions invoiced against the contract resulting from this solicitation, the Contractor will be required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25 percent of the total purchase order amount excluding taxes and freight.

Local government agencies include cities, counties, and special districts empowered to expend public funds (PCC section 10298). Local government agencies also include government entities in other states, as well as California non-executive branch departments including the University of California and California State University.

This Incentive Fee shall not be included in the agency's purchase price, nor invoiced or charged to the ordering agency. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees. Payment by the Contractor shall be made monthly to DGS-PD irrespective of reimbursement by each ordering agency.

Contractor shall submit a payment to the State of California, Department of General Services, for an amount equal to 1.25 percent of the total local government agency sales for the monthly reporting period less freight, taxes, returned products and credits. (Example, if the net local governmental agency sales for a month totals \$100,000.00, the incentive fee due to DGS-PD would be \$1,250.00.)

Failure to submit correct reports and payments on a timely basis shall constitute grounds for default of this contract. Reports and payments are due for the reporting period by the 15th day of the next month in a format to be prescribed by the DGS-PD. (Note: If the due date is on a Saturday or Sunday, the due date will be the Monday following.)

Payment may be made in the form of an electronic payment using PD EPAY or by submitting a check payable to the State of California, Department of General Services. Along with each payment, a Contract Usage Report, filtered in Excel to include only local government agency sales, shall be submitted to the State Contract Administrator. The Contract Usage Report requirements are specified in Section 3.3.32.2, Local Business Activity Report.

To submit Incentive Fees through [PD EPAY](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal), users must register on the DGS-PD LPA Payment Portal (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal>).

Incentive Fee payments made by check shall be submitted to the following address:

Department of General Services
Procurement Division
Contracts Management Unit
Attn: Eugene Shemereko
707 Third Street, 2nd Floor
West Sacramento, CA 95605

If a Contractor holds multiple contracts, the Contractor may submit one (1) check per month covering the DGS-PD incentive fee for the total of all local governmental agency purchases. In this case, a separate report is still required for each contract and a list of the total local governmental agency sales for each contract must be included with the check.

3.3.32.4 Small Business (SB)/ Disabled Veteran Business Enterprise (DVBE) Participation Report (M)

The SB/DVBE Participation Report shall detail all payments to Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE) subcontractors during the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:

- Monthly Sales Total
- Monthly Participation total Identify Subcontractor as SB/MB/DVBE/NA
- Work performed or Product Provided
- SB Participation Amount
- DVBE Participation Amount
- Participation Payments to Subcontractors
- Payment Issued Date
- Ordering Agency Name
- Purchase Order Number
- Purchase Order Date
- Purchase Order total
- Subcontractor Name
- Subcontractor SB/DVBE Certification #Check number
- Payment Amount
- Monthly Participation

3.3.32.5 Aging Debt Report (M)

The Aging Debt Report must contain the outstanding invoices by State Department for the specified reporting period.

Upon award, the State will provide the Contractor with a report template containing the following elements:

-
- Department Name
 - Total Current Debt
 - Status of Debt:
 - Within Terms
 - Over Terms and Within 45 days
 - 46-60 Days
 - 61-90 Days
 - 91-120 Days
 - Over 120 Days

3.3.32.6 Ad Hoc Reporting (M)

The Contractor shall have the ability to provide ad hoc reporting capabilities at no cost to the State. The Contractor shall permit and provide access to all data that pertains to any procurement action taken by an ordering agency or the State as a whole. The State or ordering agency may make copies of procurement data in any form and the use of such data shall not be restricted.

Dependent on future reporting requirements, the State may ask that certain reports become standard and delivered to the State on a monthly or quarterly basis.

The State reserves the right to request any additional data elements, as deemed necessary, to the reports listed in this section.

3.3.33 Contract Termination/Expiration Transition Plan (M)

The Contractor must agree to work with the State Contract Administrator to close out the contract. The Contractor will ensure that an efficient and effective transition takes place, including website closeout in accordance with Section 3.3.38, System Termination.

3.3.34 System Termination (M)

Upon termination or expiration of the contract awarded from this RFP the following will occur:

- All on-line offering systems and Electronic Catalog functions supported and/or available as part of the contract will cease and be removed from public viewing access without redirecting to another website.
- Customer data/user accounts acquired during the term of the contract shall be destroyed or returned to the State at the request of the State Contract Administrator.
- No references to the statewide contract shall be made after contract end on the Contractor's commercial website without permission by the State Contract Administrator.
- Hard copy catalogs and promotional literature shall be destroyed or returned to the State at the end of the contract term upon the request of the State's Contract Administrator.
- All invoicing disputes and/or order tracking will be conducted through the Contractor's Customer Service Unit via telephone or email.

4. Section 4 - Cost

Cost evaluation will be based on the highest points earned as calculated according to the methodology outlined in Section 6, Evaluation.

The State's intent is to structure the pricing format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best market pricing. Consequently, the State requires that each Bidder's proposal be in the format outlined in this section. Therefore, Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete offers or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their proposals for non-responsiveness.

It is imperative that no cost information be included in the body of the proposal. Cost information shall only be submitted in the Final Proposal, Volume 2 in accordance with Section 5, Proposal Format.

4.1 Cost Information Guidelines

Exhibit 1, Cost Workbook, contains the cost worksheet that the Bidders shall use to enter cost information. The following worksheets must be completed for each category/line item the Bidder is proposing:

- Category 1: Cars
- Category 2: Trucks
- Category 3: Vans & SUVs

4.1.1 Prompt Payment Cash Discount

Bidders may offer any Prompt Payment Cash Discount up to \$500 per vehicle for payment within the proposed number of days on Exhibit 1, Cost Workbook. Proposed payment period of less than twenty (20) days will not be considered.

For this proposal, the cash discount payment period shall begin only after the vehicle has been delivered, inspected, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later. Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date of the State warrant or check.

Any Prompt Payment Cash Discount proposed will be deducted from the Vehicle Contract Price for evaluation purposes only and will not change the actual Vehicle Contract Price.

4.1.2 Quantities

The quantities shown in Exhibit 1, Cost Workbook, are representative and used for evaluation purposes only. Actual purchases may vary from this pattern. The State will not guarantee that these quantities will be purchased. Consequently, there is no guaranteed dollar value for these contracts. The State will not be obligated to purchase Contractor's excess inventory if actual purchases vary from the anticipated purchasing pattern. The State reserves the right to order more or less of any line item in the RFP.

4.1.3 Required Information

Exhibit 1, Cost Workbook must be filled out completely for each line item that is bid or the proposal may be rejected. Yellow cells are mandatory and must be completed in each worksheet. Modifying any other cell in any worksheet may disqualify the Bidder.

4.1.4 Pricing/Discount Format

All dollar figures must be entered to no more than two (2) decimal places (e.g., \$150.75). All percentages shall auto populate to be whole numbers (e.g., 75 percent).

4.1.5 Sales Tax

Sales tax is not to be included in the pricing on Exhibit 1, Cost Workbook. If awarded the contract, sales tax should be added at time of invoicing. The sales tax rate applied should be based on the rate at the "Bill To" address on the Purchase Order.

4.2 Cost Workbook Instructions

4.2.1 Download and Save

- Download Exhibit 1, Cost Workbook, from the [Cal eProcure \(https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx\)](https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx), California State Contracts Register.
- Rename the file such that the Bidder is apparent and reference "cost". Please limit the naming convention to no more than twenty-five (25) characters.
- After finalizing the Cost Workbook submit as specified in Section 5, Proposal Format.

4.2.2 Cost Workbook Completion

Exhibit 1, Cost Workbook, consists of a worksheet for each category (i.e., Cars, Trucks, and Vans & SUVs). Bidders are not required to bid on all line items.

Bidders shall input the following for each worksheet (in yellow cells provided):

- Cash Discount for Payment Within: The discount offered for payment within "x" amount of days (must meet requirements outlined in Section 4.1.2, Prompt Payment Cash Discount)
- Bidder: The Bidder's name
- Make: The vehicle Make
- Model: The vehicle Model
- Model Year: The vehicle Model Year
- Supplier Stock Keeping Unit Number (SKU#): The unique supplier part number or SKU of the offered product if different than manufacturer part number. (Use manufacturer part number if the same)
- Manufacturer Part Number: The manufacturer's part number for each offered product
- Maintenance Plan List Price (MSRP): Bidder's independently verifiable public price available to the general public in US \$ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer. Federal GSA prices shall not be accepted as MSRPs

- Maintenance Plan Contract Unit Price: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder's List Price)
- Vehicle List Price (MSRP): Bidder's independently verifiable public price available to the general public in US \$ (i.e. catalog price). Any prices submitted for items shall contain no alterations whatsoever from those which are commercially offered by the manufacturer.
- Vehicle Contract Unit Price: The net price that bidder is offering to the State for the offered product. (This price should include price reductions from bidder's List Price)
- Additional Options (Cost Plus) Contract Percent Charge: The percentage to be charged above cost for additional options

4.3 Cost Submittal

Final pricing will be submitted as a separate attachment as specified in Section 5, Proposal Format.

5. Section 5 – Proposal Format

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal.

5.1 Proposal Delivery

Final proposals shall be submitted by the date and time specified in Exhibit 2, Key Action Dates.

5.2 Draft Proposal Format

Draft Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Draft Proposals must be submitted as follows.

- Proposals shall be sent to CMU@dgs.ca.gov.
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

5.3 Final Proposal Format

Proposals must be delivered by email and received by the date and time specified in Exhibit 2, Key Action Dates. Proposals received after this date and time will not be considered; therefore, it is the responsibility of the Bidder to make sure their proposal is received on time.

Proposals shall be submitted as follows:

- Proposals shall be sent to CMU@dgs.ca.gov.
- Proposals shall not be sent to any other mailbox.
- Only proposal submissions shall be sent to this mailbox.
- Emailed proposals should clearly identify in the Subject Line “Proposal Response for Event ID # 0000020793.”

Emailed submissions should not exceed 10 megabytes (MB). The State’s mail server may automatically reject excessively large emails.

5.3.1 Electronic Document Formats

It is the Bidder’s responsibility to ensure that electronically submitted documents are readable by DGS-PD. Required documents should be submitted in Microsoft Word, Microsoft Excel, or PDF, unless otherwise requested. To ensure electronically submitted documents are readable, Bidders should submit electronic documents that meet the following standards:

- Microsoft – Office Suite Standard 2010 (Word, Excel, Power Point)
- Microsoft – Office Professional Plus 2010 (Word, Excel, Power Point, Access, OneNote, Publisher)

Electronic submissions not compatible with these standards and unable to be read may result in the proposal being rejected.

5.4 Final Proposal Content

Final Proposals shall include separate attachments for the following:

- Volume 1: Response to Requirements
- Volume 2: Cost Data

Volume 1: Response to Requirements

It is preferred that multiple documents for Volume 1: Response to Requirements, are combined into a single PDF attachment. If submitting separate Volume 1 attachments, "Volume 1" must be in the file name. (Example: "Volume 1, Response to Requirements"; or "Volume 1, Narrative Response") Cost information must not be included in any attachments for Volume 1: Response to Requirements.

Volume 2: Cost Data

The Volume 2 attachment must contain "Volume 2" in the file name. (Example: "Volume 2, Cost, Group Name(s)")

Zip Files are discouraged. Refer to Section 5.3.1, Electronic Document Formats for preferred document types.

5.4.1 Volume 1- Response to Requirements

This volume must contain all responses to the bidding requirements of the RFP including any technical literature. All applicable forms, except cost data, must be completed and included in this volume.

No cost information should be contained in this volume. Bidder must leave blank or put "XXX" in place of any cost figures and percentages related to costs.

5.4.2 Volume 2 - Cost Data

This volume must contain the completed Exhibit 1, Cost Workbook only. Bidders must submit this volume as a separate attachment.

Pricing figures may not appear in Volume 1 – Response to Requirements. If any cost is included in Volume 1, the proposal may be deemed non-compliant.

5.4.3 Final Proposal Exhibits

Bidders shall include the following documents in the Final Proposal, or as required in the RFP:

Response to Requirements, Volume 1:

Required with Bid Response

Description	Section	Exhibit
Agreement Cover Letter	2.3.4.5	N/A
Narrative Response	2.1.6	3
Technical Questionnaire	3.1.1.2	6
Authorized Dealer Letter (if applicable)	3.2.6	N/A
California Civil Rights Laws Certification	3.2.9	N/A
Iran Contracting Act	3.2.10	N/A
Bidder Declaration Form	3.2.13	N/A

Required with Bid Response only if the Bidder and/or subcontractor is a certified SB/DVBE and/or Bidder is claiming a preference or incentive

Description	Section
DVBE Declaration Form (DGS PD 843)	3.2.13
TACPA Standard Form (STD 830)	3.2.14
Manufacturer's Summary of Contract Activities and Labor Hours Form (DGS/PD 525)	3.2.14
Bidder's Summary of Contract Activities and Labor Hours Form (DGS/PD 526)	3.2.14

Request with Bid Response, required within five (5) days after notification from the State

Description	Section
Technical Literature	3.1.2
PCRC Workbook	3.1.5
Customer Reference Forms (two (2) total)	3.2.3
Darfur Contracting Act	3.2.8
Insurance Requirements	3.2.11
Federal Debarment Certification Form	3.2.12

Request with Bid Response, required during Contract Implementation

Description	Section	Exhibit
Copy of Seller's Permit	3.2.3	N/A
Payee Data Record	3.2.4	N/A
Preliminary Sample of a Pre-Order Quote	3.3.10	N/A

Cost Data, Volume 2:

Required with the Bid Response

Description	Section	Exhibit
Cost Workbook	4.2	1

The State makes no warranty that the list of applicable documents and exhibits is a full and comprehensive listing of every requirement specified in the RFP. Checking off the items on the list does not establish your firm's intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

The State requests that Bidders do not submit unnecessary documentation to your final proposal. The State expects only documentation which pertains to the requested/required information to be submitted as outlined in the RFP. Additional information not specific to the requirements of this RFP should not be submitted (e.g. company literature, marketing materials, etc.).

6. Section 6 - Evaluation

This section describes how the State plans to evaluate the responding proposals and identify the proposals that meet the RFP's objectives. It is the State's intent to conduct a comprehensive, impartial evaluation of all proposals received.

6.1 Receipt

Each proposal will be date and time marked as it is received and verified that all responses are properly identified. Emails will not be opened by the Procurement Official until the required proposal submission due date and time.

6.2 Evaluation of Final Proposals

6.2.1 Validation Against Requirements

The State's proposal evaluation team (Team) will check each proposal's Volume 1 – Response to Requirements in detail to determine its compliance to the RFP requirements. If a proposal fails to meet an RFP requirement, the State will determine if the deviation is material as defined in Section 2.1.1, Requirements. A material deviation will be cause for rejection of the proposal. If a deviation is determined to be immaterial, it will be processed as if no deviation had occurred.

Only those proposals that are administratively and technically compliant will proceed to the cost evaluation.

Volume 2 - Cost Data shall remain unopened until the evaluation of all technical and administrative requirements is completed. Cost data will only be opened for responsive proposals from responsible Bidders. A public cost opening will be held through Microsoft Teams. All participating Bidders and interested parties shall be notified as to the date and time of the public cost opening and a link to join the Microsoft Teaming meeting will be provided.

6.2.2 Cost Analysis

The required cost forms will be checked for mathematical accuracy. Errors and inconsistencies will be dealt with according to procedures contained in Section 2.3.6.3, Errors in the Final Proposals.

6.2.3 Evaluation of Requirements

For evaluation purposes, certain requirements have been designated as scored requirements and will be scored in accordance with the criteria contained herein. All remaining mandatory requirements are not scored and will be evaluated on a pass/fail basis. A material deviation on a mandatory requirement whether or not it is scored will result in disqualification of the proposal.

6.3 Final Proposal Scoring Criteria

The Team will evaluate and score the responses of each Bidder's Final Proposal to determine a Total Score. The maximum points available are 1015, not including applicable preferences and incentives. The total score includes six (6) scoring categories:

Scoring Category	Maximum Points
Customer References	10
Vehicle Purchase Price less Cash Discounts	600
Maintenance Plan Price	5
Cost of Fuel	200
GHG Rating	100
SMOG Rating	100
Total Available Points	1015

Points will be allocated as described in Exhibit 7, Vehicle Procurement Evaluation Methodology.

6.3.1 Preference Calculation

6.3.1.1 Small Business Preference Calculation

If the Small Business (SB) preference is to be applied to a California-certified Small Business' Total Score, the following formula will be utilized:

- SB Preference Points = (Highest Non-Small Business Total Score) multiplied by (5 percent)
- SB Preference Points will be added to the total score of responsive proposals eligible to receive the preference.

Example:

Highest non-small business' Total Score: 800 points

SB Preference: 800 points multiplied by 0.05 = 40 points

The 40 points would be added to the total score for all eligible Bidders

6.3.1.2 DVBE Incentive Calculation

If a DVBE Incentive is to be applied to a qualified Bidder's total score, the Incentive amount applied to each proposal will be as shown in the [California DVBE Bid Incentive Instructions](https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx) (https://www.dgs.ca.gov/-/media/10D6B9D24A5E4D0CB6DB27FCA1572CC2.ashx).

6.3.1.3 TACPA Preference Calculations

The TACPA preference will be applied to a qualified Bidder's total cost in accordance with Government Code Section 4530 et seq.

6.4 Selection and Award

The contract will be awarded by line item to the responsive and responsible Bidder with the highest total of points, including all applicable preference points.

The State reserves the right to make additional awards to the responsive and responsible Bidders if both of the following occur:

- The Bidder's proposal is within 150 points of the highest scored proposal within each line item.
- The additional Bidder represents a different model than the highest scoring Bidder.

If award is made to more than one Bidder, ordering departments will have the authority to select either Contractor.

6.5 Negotiations

The State may elect to enter into negotiations pursuant to Public Contract Code §6611, if conditions exist.

7. Section 7 - Demonstration

For the purpose of this RFP, demonstrations will not be required.

8. Section 8 – Exhibits

The following list identifies the applicable exhibits for this solicitation:

8.1 Exhibits

- Exhibit 1 Cost Workbook
- Exhibit 2 Key Action Dates
- Exhibit 3 Narrative Response
- Exhibit 4 Customer Reference Form
- Exhibit 5 Technical Specifications
- Exhibit 6 Technical Questionnaire
- Exhibit 7 Vehicle Procurement Evaluation Methodology

ESR Attachment #2

Bidder	Line Item	Make	Model	Big Price	Discount	Total Net \$	Service Price	Service Score	MPG/MPGe	Fuel Type	Fuel Cost	GHG	GHG Score	Pollution	Pollution Score	Fuel Score	Total EPP Bid Score	Reference Score	Total Score	Highest Point Total Per CLIN	Award (Highest Point Total or within 150 Points)	Line Item	Estimated Award Value		
Watsonville Fleet Group	2	Ford	Maverick XL	\$20,226.00	\$500.00	\$20,226.00	\$1,340.00	1	37	Hybrid	\$12,108	8	80	5	50	200.0	330.0	581.2	10.0	922.2	945.0	No	2	\$502,325.00	
Downtown Ford	2	Ford	Maverick XL	\$20,093.00	\$500.00	\$19,593.00	\$499.00	5	37	Hybrid	\$12,108	8	80	5	50	200.0	330.0	600.0	10.0	945.0		Yes	2	\$620,800.00	
Freeway Toyota of Hanford	7	Toyota	Tacoma	\$24,832.00	\$500.00	\$24,332.00	\$895.00	3	21	Gas	\$21,333	4	40	5	50	190.9	280.9	585.4	10.0	879.3		Yes	7	\$606,000.00	
Winner Chevrolet	7	Chevy	Colorado 2WT	\$24,240.00	\$500.00	\$23,740.00	\$1,095.00	2	22	Gas	\$20,384	5	50	6	60	200.0	310.0	600.0	10.0	922.0	922.0	Yes	7	\$606,000.00	
Watsonville Fleet Group	7	Chevy	Colorado WT	\$27,236.00	\$500.00	\$26,736.00	\$1,640.00	1	22	Gas	\$20,384	5	50	6	60	200.0	310.0	532.8	10.0	853.8		No	7	\$1,010,520.00	
Freeway Toyota of Hanford	8	Toyota	Tacoma	\$25,263.00	\$500.00	\$24,763.00	\$895.00	3	21	Gas	\$21,333	4	40	40	5	50	190.9	280.9	600.0	6.0	889.9		Yes	8	\$1,018,000.00
Winner Chevrolet	8	Chevy	Colorado 2WT	\$25,450.00	\$500.00	\$24,950.00	\$1,095.00	2	22	Gas	\$20,384	5	50	6	60	200.0	310.0	595.5	10.0	917.5	917.5	Yes	8	\$1,018,000.00	
Watsonville Fleet Group	8	Chevy	Colorado WT	\$28,812.00	\$500.00	\$28,312.00	\$1,640.00	1	22	Gas	\$20,384	5	50	6	60	200.0	310.0	524.8	10.0	845.8		No	8	\$689,025.00	
Freeway Toyota of Hanford	9	Toyota	Tacoma	\$27,561.00	\$500.00	\$27,061.00	\$895.00	3	21	Gas	\$21,333	4	40	40	5	50	200.0	290.0	600.0	6.0	899.0		Yes	9	\$726,250.00
Winner Chevrolet	9	Chevy	Colorado 4WT	\$29,050.00	\$500.00	\$28,550.00	\$1,095.00	2	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	568.7	10.0	880.7	889.0	Yes	9	\$726,250.00
Watsonville Fleet Group	9	Chevy	Colorado WT	\$31,080.00	\$500.00	\$30,580.00	\$1,640.00	1	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	531.3	10.0	842.3		No	9	\$900,910.00
Freeway Toyota of Hanford	10	Toyota	Tacoma	\$30,027.00	\$500.00	\$29,527.00	\$895.00	3	21	Gas	\$21,333	4	40	40	5	50	200.0	290.0	600.0	6.0	899.0		Yes	10	\$940,500.00
Winner Chevrolet	10	Chevy	Colorado 4WT	\$31,350.00	\$500.00	\$30,850.00	\$1,095.00	2	19	Gas	\$23,579	4	40	40	6	60	181.0	281.0	574.3	10.0	867.2	899.0	Yes	10	\$940,500.00
Watsonville Fleet Group	10	Chevy	Colorado WT	\$33,436.00	\$500.00	\$32,936.00	\$1,640.00	1	19	Gas	\$23,579	4	40	40	6	60	181.0	281.0	537.9	10.0	829.9		No	10	\$687,200.00
Winner Chevrolet	11	Chevy	Colorado LT	\$34,380.00	\$500.00	\$33,880.00	\$1,095.00	2	23	Diesel	\$21,130	4	40	40	3	30	200.0	270.0	600.0	10.0	882.0		Yes	11	\$687,200.00
Winner Chevrolet	13	Chevy	Colorado LT	\$39,080.00	\$500.00	\$38,580.00	\$1,095.00	2	22	Diesel	\$22,081	4	40	40	3	30	191.3	261.3	572.7	10.0	846.0	872.3	No	13	\$1,119,660.00
Watsonville Fleet Group	13	Chevy	Colorado WT	\$37,322.00	\$500.00	\$36,822.00	\$1,640.00	1	22	Diesel	\$22,081	4	40	40	3	30	191.3	261.3	600.0	10.0	872.3		Yes	13	\$1,119,660.00
EK Grove Auto	20	Ram	1500 Tradesman	\$25,850.00	\$500.00	\$25,350.00	\$1,095.00	2	20	Gas	\$22,400	4	40	40	3	30	190.5	280.5	569.3	10.0	841.8		Yes	20	\$646,250.00
LITHIA,NISSAN OF FRESNO	20	Nissan	Frontier King Cab	\$24,554.00	\$500.00	\$24,054.00	\$895.00	3	20	Gas	\$22,400	4	40	40	5	50	190.5	280.5	600.0	6.0	889.5		Yes	20	\$613,850.00
Winner Chevrolet	20	Chevy	Silverado	\$30,840.00	\$500.00	\$30,340.00	\$1,095.00	2	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	475.7	10.0	787.7	889.5	Yes	20	\$771,000.00
Watsonville Fleet Group	20	Ford	F-150 XL	\$25,705.00	\$500.00	\$25,205.00	\$1,340.00	1	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	572.6	10.0	883.6		No	20	\$771,000.00
Watsonville Fleet Group	20	Ford	Silverado 1500 WT	\$32,187.00	\$500.00	\$31,687.00	\$1,640.00	1	20	Gas	\$22,400	4	40	40	6	60	190.5	280.5	455.5	10.0	756.9		No	20	\$641,400.00
Downtown Ford	20	Ford	F-150 XL	\$25,686.00	\$500.00	\$25,186.00	\$499.00	5	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	573.7	10.0	888.7		Yes	20	\$641,400.00
EK Grove Auto	22	Ram	1500 Tradesman	\$25,860.00	\$500.00	\$25,360.00	\$1,095.00	2	20	Gas	\$22,400	4	40	40	3	30	190.5	280.5	600.0	10.0	872.5		Yes	22	\$1,034,000.00
Winner Chevrolet	22	Chevy	Silverado	\$29,400.00	\$500.00	\$28,900.00	\$1,095.00	2	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	526.3	10.0	838.3		Yes	22	\$1,176,000.00
Watsonville Fleet Group	22	Ford	F-150 XL	\$25,973.00	\$500.00	\$25,473.00	\$1,340.00	1	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	597.1	10.0	908.1	909.1	No	22	\$1,176,000.00
Watsonville Fleet Group	22	Chevy	Silverado 1500 WT	\$32,382.00	\$500.00	\$31,882.00	\$1,640.00	1	20	Gas	\$22,400	4	40	40	6	60	190.5	280.5	477.1	10.0	778.5		No	22	\$1,239,394.00
CA Car Group	22	GMC	Sierra Pro	\$30,984.85	\$0.00	\$30,984.85	\$749.00	4	20	Gas	\$22,400	3	30	30	6	60	190.5	280.5	480.9	10.0	785.4		Yes	22	\$1,239,394.00
Downtown Ford	22	Ford	F-150 XL	\$26,100.00	\$500.00	\$25,600.00	\$499.00	5	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	594.1	10.0	909.1		Yes	22	\$1,044,000.00
EK Grove Auto	23	Ram	1500 Tradesman	\$29,440.00	\$500.00	\$28,940.00	\$1,095.00	2	20	Gas	\$22,400	4	40	40	3	30	181.8	251.8	599.5	10.0	863.3		Yes	23	\$1,766,400.00
Winner Chevrolet	23	Chevy	Silverado	\$32,480.00	\$500.00	\$31,980.00	\$1,095.00	2	21	Gas	\$21,333	4	40	40	6	60	190.9	290.9	542.8	10.0	845.7		Yes	23	\$1,947,600.00
Watsonville Fleet Group	23	Ford	F-150 XL	\$35,016.00	\$500.00	\$34,516.00	\$1,340.00	1	22	Gas	\$20,384	5	50	6	60	200.0	310.0	502.6	10.0	823.6	905.9	No	23	\$1,947,600.00	
Watsonville Fleet Group	23	Chevy	Silverado 1500 WT	\$35,413.00	\$500.00	\$34,913.00	\$1,640.00	1	20	Gas	\$22,400	4	40	40	6	60	181.8	281.8	496.9	10.0	789.7		No	23	\$2,092,082.40
CA Car Group	23	GMC	Sierra Pro	\$34,868.04	\$0.00	\$34,868.04	\$749.00	4	20	Gas	\$22,400	3	30	30	6	60	181.8	271.8	497.6	10.0	783.4		Yes	23	\$2,092,082.40
Downtown Ford	23	Ford	F-150 XL	\$29,415.00	\$500.00	\$28,915.00	\$499.00	5	21	Gas	\$21,333	4	40	40	6	60	190.9	290.9	600.0	10.0	905.9		Yes	23	\$1,764,900.00
EK Grove Auto	24	Ram	1500 Tradesman	\$31,840.00	\$500.00	\$31,340.00	\$1,095.00	2	20	Gas	\$22,400	4	40	40	3	30	190.5	280.5	600.0	10.0	872.5		Yes	24	\$1,910,400.00
Winner Chevrolet	24	Chevy	Silverado	\$34,620.00	\$500.00	\$34,120.00	\$1,095.00	2	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	551.1	10.0	863.1		Yes	24	\$2,077,200.00
Watsonville Fleet Group	24	Ford	F-150 XL	\$32,596.00	\$500.00	\$32,096.00	\$1,340.00	1	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	586.0	10.0	897.0	897.2	Yes	24	\$2,077,200.00
Watsonville Fleet Group	24	Chevy	Silverado 1500 WT	\$37,758.00	\$500.00	\$37,258.00	\$1,640.00	1	20	Gas	\$22,400	4	40	40	6	60	190.5	280.5	504.7	10.0	806.2		No	24	\$1,910,400.00
CA Car Group	24	Chevy	Silverado WT	\$36,461.28	\$0.00	\$36,461.28	\$749.00	4	20	Gas	\$22,400	4	40	40	6	60	190.5	280.5	515.7	10.0	820.2		No	24	\$1,910,400.00
Downtown Ford	24	Ford	F-150 XL	\$32,800.00	\$500.00	\$32,300.00	\$499.00	5	21	Gas	\$21,333	4	40	40	6	60	200.0	300.0	582.2	10.0	897.2		Yes	24	\$1,968,000.00
EK Grove Auto	25	Ram	1500 Tradesman	\$29,920.00	\$500.00	\$29,420.00	\$1,095.00	2	19	Gas	\$23,579	3	30	30	3	30	190.0	250.0	600.0	10.0	862.0		Yes	25	\$1,196,600.00
Winner Chevrolet	25	Chevy	Silverado	\$33,625.00	\$500.00	\$33,125.00	\$1,095.00	2	20	Gas	\$22,400	4	40	40	6	60	200.0	300.0	529.9	10.0	844.9		Yes	25	\$1,345,000.00
Watsonville Fleet Group	25	Ford	F-150 XL	\$30,118.00	\$500.00	\$29,618.00	\$1,340.00	1	20	Gas	\$22,400	4	40	40	6	60	200.0	300.0	596.0	10.0	907.0	907.7	No	25	\$1,345,000.00
Watsonville Fleet Group	25	Chevy	Silverado 1500 WT	\$36,879.00	\$500.00	\$36,379.00	\$1,640.00	1	18	Gas	\$24,889	3	30	30	6	60	180.0	270.0	485.2	10.0	766.2		No	25	\$1,345,000.00
CA Car Group	25	Chevy	Silverado WT	\$34,788.57	\$0.00	\$34,788.57	\$749.00	4	18	Gas	\$24,889	3	30	30	6	60	180.0	270.0	507.7	10.0	791.7		No	25	\$1,345,000.00

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Downtown Ford	29	Ford	F-150 XL	\$30,283.00	\$500.00	\$29,783.00	\$499.00	5	20	Gas	\$22,400	4	40	6	60	200.0	300.0	592.7	10.0	907.7		Yes	25	\$1,211,920.00
EK Grove Auto	28	Ram	1500 Tradesman	\$32,550.00	\$500.00	\$32,050.00	\$1,095.00	2	19	Gas	\$23,579	3	30	3	30	190.0	250.0	598.9	10.0	860.9		Yes	26	\$1,953,000.00
Winner Chevrolet	28	Chevy	Silverado	\$35,360.00	\$500.00	\$34,860.00	\$1,095.00	2	20	Gas	\$22,400	4	40	6	60	200.0	300.0	550.6	10.0	862.6	905.0	Yes	26	\$2,121,600.00
Watsonville Fleet Group	28	Ford	F-150 XL	\$34,622.00	\$500.00	\$34,122.00	\$1,340.00	1	19	Gas	\$23,579	4	40	5	50	190.0	280.0	562.5	10.0	853.5		No	26	
Watsonville Fleet Group	28	Chevy	Silverado 1500 WT	\$38,638.00	\$500.00	\$38,138.00	\$1,640.00	1	18	Gas	\$24,889	3	30	6	60	180.0	270.0	503.3	10.0	784.3		No	26	
Downtown Ford	28	Ford	F-150 XL	\$32,490.00	\$500.00	\$31,990.00	\$499.00	5	19	Gas	\$23,579	4	40	6	60	190.0	290.0	600.0	10.0	905.0		Yes	26	\$1,949,400.00
EK Grove Auto	27	Ram	1500 Tradesman	\$34,950.00	\$500.00	\$34,450.00	\$1,095.00	2	19	Gas	\$23,579	3	30	3	30	190.0	250.0	600.0	10.0	862.0		Yes	27	\$1,048,500.00
Winner Chevrolet	27	Chevy	Silverado	\$37,525.00	\$500.00	\$37,025.00	\$1,095.00	2	20	Gas	\$22,400	4	40	6	60	200.0	300.0	599.3	10.0	872.3		Yes	27	\$1,125,750.00
Watsonville Fleet Group	27	Ford	F-150 XL	\$38,740.00	\$500.00	\$38,240.00	\$1,340.00	1	20	Gas	\$22,400	4	40	6	60	200.0	300.0	540.5	10.0	851.5	989.0	No	27	
Watsonville Fleet Group	27	Chevy	Silverado 1500 WT	\$40,985.00	\$500.00	\$40,485.00	\$1,640.00	1	18	Gas	\$24,889	3	30	6	60	180.0	270.0	510.6	10.0	791.6		No	27	
Downtown Ford	27	Ford	F-150 XL	\$35,955.00	\$500.00	\$35,455.00	\$499.00	5	20	Gas	\$22,400	4	40	6	60	200.0	300.0	583.0	10.0	898.0		Yes	27	\$1,078,650.00
Winner Chevrolet	28	Chevy	Silverado	\$33,545.00	\$500.00	\$33,045.00	\$1,095.00	2	16	E85	\$22,313	2	20	3	30	200.0	250.0	525.0	10.0	797.0		Yes	28	\$503,750.00
Watsonville Fleet Group	28	Ford	F-150 XL	\$31,206.00	\$500.00	\$30,706.00	\$1,340.00	1	14	E85	\$25,500	4	40	5	50	175.0	265.0	585.0	10.0	841.0	925.0	No	28	
Watsonville Fleet Group	28	Chevy	Silverado 1500 WT	\$38,272.00	\$500.00	\$37,772.00	\$1,640.00	1	12	E85	\$28,750	3	30	3	30	150.0	210.0	459.3	10.0	689.3		No	28	
Downtown Ford	28	Ford	F-150 XL	\$29,416.00	\$500.00	\$28,916.00	\$499.00	5	16	E85	\$22,313	5	50	6	60	200.0	310.0	600.0	10.0	925.0		Yes	28	\$441,240.00
Winner Chevrolet	29	Chevy	Silverado	\$36,450.00	\$500.00	\$35,950.00	\$1,095.00	2	16	E85	\$22,313	2	20	3	30	200.0	250.0	533.9	10.0	795.9		Yes	29	\$546,750.00
Watsonville Fleet Group	29	Ford	F-150 XL	\$34,622.00	\$500.00	\$34,122.00	\$1,340.00	1	13	E85	\$27,462	4	40	5	50	162.5	252.5	562.5	10.0	826.0	912.5	No	29	
Watsonville Fleet Group	29	Chevy	Silverado 1500 WT	\$41,452.00	\$500.00	\$40,952.00	\$1,640.00	1	12	E85	\$28,750	3	30	3	30	150.0	210.0	488.7	10.0	688.7		No	29	
Downtown Ford	29	Ford	F-150 XL	\$32,490.00	\$500.00	\$31,990.00	\$499.00	5	15	E85	\$23,800	5	50	6	60	187.5	297.5	600.0	10.0	912.5		Yes	29	\$487,350.00
Winner Chevrolet	30	Chevy	Silverado LT	\$38,590.00	\$500.00	\$38,090.00	\$1,095.00	2	27	Diesel	\$18,000	4	40	3	30	200.0	270.0	600.0	10.0	882.0	882.0	Yes	30	\$593,700.00
Watsonville Fleet Group	30	Chevy	Silverado 1500 LT	\$45,688.00	\$500.00	\$45,188.00	\$1,640.00	1	26	Diesel	\$18,682	5	50	3	30	192.6	272.6	519.1	10.0	802.7		No	30	
Winner Chevrolet	31	Chevy	Silverado LT	\$44,450.00	\$500.00	\$43,950.00	\$1,095.00	2	24	Diesel	\$20,250	4	40	3	30	200.0	270.0	600.0	10.0	882.0	882.0	Yes	31	\$666,750.00
Watsonville Fleet Group	31	Chevy	Silverado 1500 LT	\$48,824.00	\$500.00	\$48,324.00	\$1,640.00	1	24	Diesel	\$20,250	4	40	3	30	200.0	270.0	545.7	10.0	826.7		No	31	



Department of General Services
Procurement Division
707 Third Street, 2nd Floor
West Sacramento, CA 95605-2811

State of California
STATEWIDE CONTRACT
USER INSTRUCTIONS
MANDATORY

Supplement 6

(Incorporates Supplements 1 – 6)

ISSUE AND EFFECTIVE DATE: ***01/23/2023***

CONTRACT NUMBER: 1-22-23-20 A through K

DESCRIPTION: Fleet Vehicles – Trucks

CONTRACTOR(S): Lithia Nissan of Fresno (1-22-23-20A)

Ocean Honda (1-22-23-20B)

Freeway Toyota (1-22-23-20C)

Winner Chevrolet (1-22-23-20D)

Elk Grove Auto (1-22-23-20E)

Downtown Ford Sales (1-22-23-20F)

Watsonville Fleet Group (1-22-23-20G)

CA Car Group (1-22-23-20H)

Riverview International (1-22-23-20I)

Sacramento Truck Center

(1-22-23-20J)

Bonander Truck & Trailer (1-22-23-20K)

CONTRACT TERM: 05/01/2022 through 04/30/2025

STATE CONTRACT ADMINISTRATOR: **Contracts 1-22-23-20A-G, I, & J**

Eugene Shemereko

279-946-8028

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Contracts 1-22-23-20H & K

Robb Parkison

279-946-8302

Robb.Parkison@dgs.ca.gov

The contract user instructions, products, and pricing are included herein. All purchase documents issued under this contract incorporate the contract terms and applicable California General Provisions:

Contract (Mandatory) 1-22-23-20 A-K
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[Non-IT General Provisions \(rev 11/19/2021\)](https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx) (https://www.dgs.ca.gov/-/media/199A6A32E4DE4BECAFF4EFA7194350CD.ashx)

Cal eProcure link: www.caleprocure.ca.gov

All changes to most recent Supplement are in ***bold red italic***. Additions are enclosed in asterisks; deletions are enclosed in brackets.

SUMMARY OF CHANGES

Supplement Number	Description/Articles	Supplement Date
<i>*6*</i>	➤ <i>*Attachment A – Contract Pricing – Supplement 5 has been replaced with Attachment A – Contract Pricing – Supplement 6*</i>	<i>*01/23/2023*</i>
5	➤ Attachment A – Contract Pricing – Supplement 4 has been replaced with Attachment A – Contract Pricing – Supplement 5	12/06/2022
4	➤ Attachment A – Contract Pricing – Supplement 3 has been replaced with Attachment A – Contract Pricing – Supplement 4	11/04/2022
3	➤ Attachment A – Contract Pricing – Supplement 2 has been replaced with Attachment A – Contract Pricing – Supplement 3 ➤ Contact Information for Downtown Ford has been updated	09/19/2022
2	➤ Attachment A – Contract Pricing – Supplement 1 has been replaced with Attachment A – Contract Pricing – Supplement 2*	08/16/2022
1	➤ Attachment A – Contract Pricing has been replaced with Attachment A – Contract Pricing – Supplement 1 ➤ Attachment D – Vehicle Specifications has been added ➤ Article 25 – Payments, language has been modified	05/26/2022
N/A	Original Contract Posted	05/01/2022

All other terms and conditions remain the same.

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1. SCOPE

The State's contracts provide Fleet Vehicles - Trucks at contracted pricing to the State of California and local governmental agencies in accordance with the requirements of Contract # 1-22-23-20 A - K. The contractors shall supply the entire portfolio of products as identified in the contract and will be the primary point of contact for data collection, reporting, and distribution of Fleet Vehicles - Trucks to the State.

The contract term is for three (3) years with an option to extend the contract for two (2) additional one (1) year periods or portion thereof. The terms, conditions, and prices for the contract extension option shall be by mutual agreement between the contractor and the State. If a mutual agreement cannot be met the contract may be terminated at the end of the current contract term.

2. CONTRACT USAGE/RULES

A. State Departments

- The use of this contract is mandatory for State of California departments. State Departments may purchase any vehicle that is awarded to each line item. This contract does not include ranking.
- State departments must adhere to all applicable State laws, regulations, policies, best practices, and purchasing authority requirements, e.g. California Codes, Code of Regulations, State Administrative Manual, Management Memos, and State Contracting Manual Volume 2 and SCM-F as applicable.
- Prior to placing orders against this contract, State departments must have been granted non-IT purchasing authority by the Department of General Services, Procurement Division (DGS-PD) for the use of this statewide contract. State departments that have not been granted purchasing authority by DGS-PD for the use of the State's statewide contracts may contact DGS-PD's Purchasing Authority Management Section by e-mail at pams@dgs.ca.gov.
- Departments must have a Department of General Services (DGS) agency billing code prior to placing orders against this contract. Ordering departments may contact their Purchasing Authority contact or their department's fiscal office to obtain this information.

B. Local Governmental Agencies

- Local governmental agency use of this contract is optional.
- Local government agencies are defined as "any city, county, city and county, district or other governmental body or corporation", per Public Contract Code Chapter 2, Section 10298 (b), empowered to expend public funds for the acquisition of products; this includes the California State Universities (CSU) and University of California (UC) systems, K-12 schools and community colleges. While the State makes this contract available to local governmental agencies, each local

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governmental agency should determine whether this contract is consistent with its procurement policies and regulations.

- Local governmental agencies shall have the same rights and privileges as the State under the terms of this contract. Any agencies desiring to participate shall be required to adhere to the same responsibilities as do State agencies and have no authority to amend, modify or change any condition of the contract.
 - A DGS issued billing code is not required for local governmental agencies to place orders against this contract.
- C. Unless otherwise specified within this document, the term “ordering agencies” will refer to all State departments and/or local governmental agencies eligible to utilize this contract. Ordering and/or usage instructions exclusive to State departments or local governmental agencies shall be identified within each article.

3. DGS ADMINISTRATIVE FEES

A. State Departments

The DGS will bill each State department an administrative fee for use of this statewide contract. The administrative fee should NOT be included in the order total, nor remitted before an invoice is received from DGS.

Current fees are available online in the [Price Book & Directory of Services](https://www.dgs.ca.gov/OFS/Price-Book) (<https://www.dgs.ca.gov/OFS/Price-Book>) (go to Price Book Download and click on Purchasing under Procurement Division).

B. Local Governmental Agencies

For all local government agency transactions issued against the contract, the Contractor is required to remit the DGS-PD an Incentive Fee of an amount equal to 1.25% of the total purchase order amount excluding taxes and freight. This Incentive Fee shall not be included in the agency’s purchase price, nor invoiced or charged to the purchasing entity. All prices quoted to local governmental agency customers shall reflect State contract pricing, including any and all applicable discounts, and shall include no other add-on fees.

4. SB/DVBE OFF-RAMP PROVISION

There is no SB/DVBE off ramp associated with this contract.

5. PROBLEM RESOLUTION/SUPPLIER PERFORMANCE

Ordering agencies and/or Contractor shall inform the State Contract Administrator of any technical or contractual difficulties encountered during contract performance in a timely manner. This includes and is not limited to informal disputes, supplier performance, outstanding deliveries, etc. The ordering agency should include all relevant information and/or documentation (e.g., purchase documents).

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6. CONTRACT ITEMS

Contract vehicles and pricing are listed on Attachment A, Contract Pricing. All prices listed shall be fixed as the maximum cost for the contract period unless a price increase is granted.

Each line item description on Attachment A, Contract Pricing, provides a description of the minimum requirements that each vehicle in that line item has met or exceeded.

A Maintenance Plan is offered on all light duty vehicles less than 8500 lbs Gross Vehicle Weight Rating (GVWR). Maintenance Plan pricing is listed on Attachment A, Contract Pricing. The purchase of the Maintenance Plan is optional. See Article 29, Maintenance Plan for more detailed information.

Price Increases

Price increases may be requested with each model year change and will be posted on a quarterly basis.

Quarterly Increases shall be processed on the following calendar days:

- July 1st
- October 1st
- January 1st
- April 1st

Contractors are requested to price protect the contracted price for the duration between the price increase request and the time the increase is processed. If the Contractor is unable to honor the price protection, the Contractor's vehicle(s) will be unavailable for ordering until the price increases have been evaluated and approved.

Multiple Award

Some line items may have multiple vehicles awarded with different make and models available. State Departments may choose any vehicle identified in the subject line item. There is no vehicle ranking associated with this contract.

Sales Tax

The sales tax rate applied should be based on the rate of the "Bill To" address listed on the Purchase Order.

Options

All factory options shall be available and priced at Contractor cost plus up to 10% for an addition or Contractor cost minus up to 10% for a deletion in accordance with the manufacturer's current model year price list. Types of equipment changes which might be made include, but are not limited, to the following:

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- Add trailer tow package
- Add Bluetooth
- Add parking sensors
- Delete pick up box (bed)

In no case shall options be included or deleted in such a manner as to cause the vehicle to conflict with any other line item on any other vehicle contract.

The Contractor shall provide ordering agencies a copy of the current model year factory price sheet with requested options, within ten calendar days of request.

Third-party upfitting (e.g utility body) may be requested by ordering agencies, however, this service is non-mandatory. When applicable, third-party upfits shall be subject to the same pricing provisions as factory options.

Note: Vehicles with added or deleted options MUST continue to meet the appropriate minimum specification.

Tire Fee

Purchase orders MUST include the State mandated \$1.75 per tire fee.

Document Processing Charge

In accordance with the California Vehicle Code Section 4456.5, a Contractor may charge the ordering agency a document processing charge for the preparation and processing of documents, disclosures, titling, registration, and information security obligations imposed by state and federal law. The document processing charge shall not exceed \$85 per vehicle purchased.

A Contractor may charge the ordering agency an electronic filing fee, which does not exceed the actual amount the Contractor is charged by a first-line service provider. The electronic filing fee shall not exceed \$30 per vehicle purchased.

7. SPECIFICATIONS

All products must conform to the attached State of California Bid Specification Number 2310-4181 dated 08/16/2021 (Attachment B).

Vehicle color shall be a solar reflective color (white, silver metallic, or gold metallic) per SAM Section 3620.1 (exceptions are listed in the same manual section).

8. CUSTOMER SERVICE

The Contractor shall provide office and personnel resources for responding to inquiries, including telephone and email coverage weekdays during the hours of 8:00 a.m. - 5:00 p.m., PT.

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The customer service unit shall be staffed with individuals that:

- Are trained in the requirements of this contract
- Have the authority to take administrative action to correct problems that may occur

The Contractor's customer service unit shall respond to all customer inquiries within two (2) business days of initial contact.

Dealer	Contract #	Contact	Phone	Email
Lithia Nissan of Fresno	1-22-23-20A	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Ocean Honda	1-22-23-20B	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Freeway Toyota	1-22-23-20C	Pat Ireland	(559) 707-5735	patireland1962@yahoo.com
Winner Chevrolet	1-22-23-20D	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Elk Grove Auto	1-22-23-20E	Jerry Powers	(916) 426-5752	jpowers@lasherauto.com
Downtown Ford Sales	1-22-23-20F	Sandra Scott	(916) 442-9631	sandrascott@downtownfordsacramento.com
Watsonville Fleet Group	1-22-23-20G	Yesenia Covarrubias	(626) 457-5590	yesenia@watsonvillefleetgroup.com
CA Car Group	1-22-23-20H	Richard M. Slad	(925) 560-4465	RichardMS@cacargroup.com
Riverview International Trucks	1-22-23-20H	Jason Farrell	(916) 371-3110	jasonf@riverview-trucks.com
Sacramento Truck Center	1-22-23-20H	Dean Needham	(916) 286-2013	dneedham@sacramentotruck.com
Bonander Truck & Trailer	1-22-23-20H	Steve Mannion	(916) 747-6151	Cme4GMC@hotmail.com

Note: Ordering agencies are encouraged to have one point of contact for inquiries, quotes, and orders whenever possible. Multiple calls and emails from various requestors for the same information can slow customer service response times.

9. PRODUCT SUBSTITUTIONS

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS Contract Administrator (CA).

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10. PURCHASE EXECUTION

A. State Departments

1) Std. 65 Purchase Documents

State departments not transacting in FI\$CAL must use the Purchasing Authority Purchase Order (Std. 65) for purchase execution. An electronic version of the Std. 65 is available at the Office of State Publishing web site:

<https://www.dgsapps.dgs.ca.gov/osp/StatewideFormsWeb/Forms.aspx> (select Standard Forms).

All Purchasing Authority Purchase Orders (Std. 65) must contain the following:

- Agency Order Number (Purchase Order Number)
- Ordering Agency Name
- Agency Billing Code
- Purchasing Authority Number
- Leveraged Procurement Number (Contract Number)
- Supplier Information (Contact Name, Address, Phone Number, Fax Number, E-mail)
- Line Item number
- Quantity
- Unit of Measure
- Commodity Code Number
- Product Description
- Unit Price
- Extension Price
- Office of Fleet and Asset Management (OFAM) Approval Stamp (State departments only)

2) FI\$CAL Purchase Documents

State departments transacting in FI\$CAL will follow the FI\$CAL procurement and contracting procedures.

3) Blanket Orders

The use of blanket orders against this statewide contract is not allowed.

B. Local Governmental Agencies

Local governmental agencies may use their own purchase document for purchase execution. The purchase documents must include the same data elements as listed above (Exception: Purchasing Authority Number is used by State departments only).

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11. MINIMUM ORDER

The minimum order shall be one (1) vehicle.

12. ORDERING PROCEDURE

A. Ordering Methods:

Ordering agencies are to submit appropriate purchase documents directly to the contractor(s) via one of the following ordering methods:

- U.S. Mail
- Facsimile
- Email

The contractor’s Order Placement Information is as follows:

ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20A	U.S. Mail: Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20B	U.S. Mail: Ocean Honda 3801 Soquel Dr Soquel, CA 95073 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20C	U.S. Mail: Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230 Attn: Pat Ireland	Facsimile: (559) 961-4601	Email: patireland1962@yahoo.com
Contract # 1-22-23-20D	U.S. Mail: Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com

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ORDER PLACEMENT INFORMATION			
Contract # 1-22-23-20E	U.S. Mail: Elk Grove Auto Group 8575 Laguna Grove Drive Elk Grove, CA 95757 Attn: Jerry Powers	Facsimile: (916) 421-0149	Email: jpowers@lasherauto.com
Contract # 1-22-23-20F	U.S. Mail: Downtown Ford Sales 525 N 16 th St Sacramento, CA 95811 Attn: Sandra Scott	Facsimile: (916) 491-3138	Email: sandrascott@downtownfordsacramento.com
Contract # 1-22-23-20G	U.S. Mail: Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801 Attn: Yesenia Covarrubias	Facsimile: (626) 457-5593	Email: yesenia@watsonvillefleetgroup.com
Contract # 1-22-23-20H	U.S. Mail: CA Car Group 4200 John Monego Ct Dublin, CA 94568 Attn: Richard M. Slade	Facsimile: N/A	Email: RichardMS@cacargroup.com
Contract # 1-22-23-20I	U.S. Mail: Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691 Attn: Jason Farrell	Facsimile: (916) 372-8541	Email: jasonf@riverview-trucks.com
Contract # 1-22-23-20J	U.S. Mail: Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838 Attn: Dean Needham	Facsimile: (916) 286-2085	Email: dneedham@sacramentotruck.com
Contract # 1-22-23-20K	U.S. Mail: Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382 Attn: Steve Mannion	Facsimile: (209) 634-4965	Email: Cme4GMC@hotmail.com

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When using any of the ordering methods specified above, all State departments must conform to proper State procedures.

13. ORDER ACCEPTANCE

The Contractor shall accept orders from any State department or local governmental agency. The Contractor shall not accept purchase documents for this contract that:

- Are incomplete;
- Are submitted without OFAM approval stamp
- Contain non-contract items; or
- Contain non-contract terms and conditions.

The Contractor must not refuse to accept orders from any State department or local governmental agency for any other reason without written authorization from the CA.

14. ORDER ACKNOWLEDGMENT

The Contractor will provide the ordering agencies with an order receipt acknowledgment via e-mail/facsimile within ten (10) calendar days after receipt of an order. The acknowledgement will include:

- Ordering Agency Name
- Agency Order Number (Purchase Order Number)
- Description of Goods
- Vehicle Model Year
- Total Cost
- Date order is placed with manufacturer
- Anticipated Delivery Date
- Delayed Production Notification (if applicable)
- Discontinued Vehicle Notification (if applicable)

Contractor shall notify the ordering agency of any delays in production or delays in orders being accepted by the manufacturer for any period of time. Contractor shall provide estimated production start date and delivery date.

15. DELAYED PRODUCTION REMEDY

Upon receipt of order acknowledgment identifying a delay in production or orders not being accepted by the manufacturer, the ordering agencies shall have the following options:

- Request back order; or
- Cancel the item from the order with no penalty

16. DISCONTINUED VEHICLE REMEDY

Upon receipt of order acknowledgment identifying discontinued items, the ordering agencies shall have the following options:

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- Amend purchase document to reflect DGS approved replacement vehicle; or
- Cancel the item from the order

Under no circumstance is the Contractor permitted to make substitutions with non-contract/unauthorized vehicles without approval of the DGS CA.

17. DELIVERY PROCEDURES

Pre-Delivery Checklist

Prior to delivery, each vehicle shall be completely inspected, serviced, and detailed by the delivering Contractor and/or the manufacturer's pre-delivery service center. A copy of the pre-delivery checklist shall be completed for each vehicle, signed by a representative of the organization performing the inspection/service, and delivered with the vehicle.

Delivery:

Delivery shall be within one hundred and fifty (150) days after receipt of order unless there is a delay in production/order acceptance from the manufacturer when changing from one model year to the next. Contractor shall notify the ordering agency of such delay per Article 14, Order Acknowledgement.

Orders requiring customized work by a 3rd party supplier may exceed the delivery period requirement. Contractor shall notify ordering agency of extended delivery period per Article 14, Order Acknowledgement.

Caravan or drive-away method of delivery from the factory to a Contractor is not acceptable unless agreed upon by the ordering agency.

Drop ship deliveries shall not be made without prior State inspection. All vehicles shall be delivered with no less than five (5) gallons of fuel in the tank.

Unless pre-arranged between the Contractor and the ordering agency, vehicles delivered with more than 50 miles on the odometer may be charged fifty (50) cents per mile in excess of 50 miles. This charge may be reflected on the invoice as a deduction from the order price. Vehicles with more than five hundred (500) miles on the odometer may not be accepted.

**Cab and Chassis trucks may require driving from an out-of-state factory and may exceed the five hundred (500) mile or less expectation. The Contractor shall notify the ordering Department at the time of purchase order execution.

When feasible, Contractor is requested to make deliveries in metropolitan areas during off-peak hours. Off-peak hours are Monday through Friday, 10:00 AM to 4:00 PM PST.

Documents

The following documents shall be delivered to the receiving agency with the vehicle:

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- Completed and signed pre-delivery service checklist, including the order number and Vehicle Identification Number (VIN)
- “Line Set Tickets” or “Window (Monroney) Sticker” showing all options installed
- One (1) copy of the warranty, including applicable certificates, cards, etc.
- One (1) copy of the owner’s manual.

18. INSPECTION AND ACCEPTANCE

Vehicles ordered for State use will be inspected by a State inspector at the Contractor’s place of business or as otherwise agreed to by the Contractor and ordering agency.

Inspection will commence within five (5) working days of notification that a vehicle is ready for inspection. Inspection will include:

- Specification Compliance
- Workmanship
- Appearance
- Proper Operation of all Equipment and Systems
- Presence of all Applicable Documents

In the event deficiencies are detected, the vehicle will be rejected and the Contractor will be required to make the necessary repairs, adjustments or replacements. Payment and/or the commencement of a discount period (if applicable) will not begin until the defects are corrected and the vehicle is re-inspected and accepted.

Completion of inspection or acceptance by the State inspector shall in no way release the Contractor from satisfying the requirements of the contract, specifications, and warranty. Deviations from the specified requirements that are detected by the inspection shall be corrected by the Contractor in an expeditious manner at no expense to the ordering agency.

Inspection by local agencies will be at the Contractor’s place of business or as otherwise agreed to by the Contractor and local agency.

19. EMERGENCY/EXPEDITED ORDERS

Not Applicable.

20. FREE ON BOARD (F.O.B.) DESTINATION

Contractors shall deliver vehicles to State or local agencies located in Sacramento County at no additional cost for delivery. If the Purchase Order indicates delivery outside Sacramento County, the Contractor and agency may negotiate delivery costs. If delivery is subject to an additional delivery charge, it shall be shown as a separate item on the purchase order and invoice.

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State departments requesting delivery outside of Sacramento County must contact the Transportation Management Unit for freight rate comparisons to confirm appropriate pricing if the Contractor is delivering the vehicle.

Responsibility and liability for loss or damage for all orders shall remain with the Contractor until final inspection and acceptance, when all responsibility shall pass to the ordering agency, except the responsibility for latent defects, fraud, and the warranty obligations.

21. SHIPPED ORDERS

All shipments shall be in accordance with the General Provisions, Article 12 entitled "Packing and Shipment".

22. CONTRACT ADMINISTRATION

The State and the Contractors have assigned Contract Administrators as the single points of contact for problem resolution and related contract issues.

State Contact Information	DGS/PD Contract Administrator (Contracts 1-22-23-20A-G, I, & J)	DGS/PD Contract Administrator (Contracts 1-22-23-20H, & K)
Contact Name:	Eugene Shemereko	Robb Parkison
Telephone:	(279) 946-8028	(279) 946-8302
Facsimile:	NA	NA
Email:	Eugene.Shemereko@dgs.ca.gov	Robb.Parkison@dgs.ca.gov
Address:	DGS/Procurement Division Attn: Eugene Shemereko 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605	DGS/Procurement Division Attn: Robb Parkison 707 Third Street, 2 nd Floor, MS 201 West Sacramento, CA 95605

Dealer Contact Information	Lithia Nissan of Fresno Contract # 1-22-23-20A	Ocean Honda Contract # 1-22-23-20B
Contact Name:	Pat Ireland	Pat Ireland
Telephone:	(559) 707-5735	(559) 707-5735
Facsimile:	(559) 961-4601	(559) 961-4601
Email:	patireland1962@yahoo.com	patireland1962@yahoo.com
Address:	Lithia Nissan of Fresno 5590 N Blackstone Ave Fresno, CA 93710	Ocean Honda 3801 Soquel Dr Soquel, CA 95073

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Dealer Contact Information	Freeway Toyota of Hanford Contract # 1-18-23-20C	Winner Chevrolet Contract # 1-18-23-20D
Contact Name:	Pat Ireland	Jerry Powers
Telephone:	(559) 707-5735	(916) 426-5752
Facsimile:	(559) 961-4601	(916) 421-0149
Email:	patireland1962@yahoo.com	jpowers@lasherauto.com
Address:	Freeway Toyota 1835 Glendale Avenue Hanford, CA 93230	Winner Chevrolet 8575 Laguna Grove Drive Elk Grove, CA 95757

Dealer Contact Information	Elk Grove Auto Group Contract # 1-22-23-20E	Downtown Ford Sales Contract # 1-22-23-20F
Contact Name:	Jerry Powers	Sandra Scott
Telephone:	(916) 426-5752	(916) 442-9631
Facsimile:	(916) 421-0149	(916) 491-3138
Email:	jpowers@lasherauto.com	sandrascott@downtownfordsacramento.com
Address:	Elk Grove Auto Group 8575 Laguna Grove Dr Elk Grove, CA 95757	Downtown Ford Sales 525 N 16 th St Sacramento, CA 95811

Dealer Contact Information	Watsonville Fleet Group Contract # 1-22-23-20G	CA Car Group Contract # 1-22-23-20H
Contact Name:	Yesenia Covarrubias	Richard M. Slade
Telephone:	(626) 457-5590	(925) 560-4465
Facsimile:	(626) 457-5593	N/A
Email:	yesenia@watsonvillefleetgroup.com	RichardMS@cacargroup.com
Address:	Watsonville Fleet Group 1601 W. Main Street Alhambra, CA 91801	CA Car Group 4200 John Monego Ct Dublin, CA 94568

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

Dealer Contact Information	Riverview International Trucks Contract # 1-22-23-20I	Sacramento Truck Center Contract # 1-22-23-20J
Contact Name:	Jason Farrell	Dean Needham
Telephone:	(916) 371-3110	(916) 286-2013
Facsimile:	(916) 372-8541	(916) 286-2085
Email:	jasonf@riverview-trucks.com	dneedham@sacramentotruck.com
Address:	Riverview International Trucks 2445 Evergreen Avenue West Sacramento, CA 95691	Sacramento Truck Center 100 Opportunity Street Sacramento, CA 95838

Dealer Contact Information	Bonander Truck & Trailer Contract # 1-22-23-20K
Contact Name:	Steve Mannion
Telephone:	(916) 747-6151
Facsimile:	(209) 634-4965
Email:	Cme4GMC@hotmail.com
Address:	Bonander Truck & Trailer 4520 N Golden State Blvd. Turlock, CA 95382

23. RESTOCKING FEES

The Contractor may impose a restocking fee to the ordering agency on orders cancelled after the order has been placed with the manufacturer: The Contractor shall notify the ordering agency of the order placement per Article 14, Order Acknowledgment.

Re-stocking fees can be no greater than ten percent (10%) of the value of the vehicle being restocked.

24. INVOICING

Ordering agencies may require separate invoicing, as specified by each ordering organization. Invoices will contain the following information:

- Contractor’s name, address and telephone number
- Leveraged Procurement Number (Contract Number)
- Agency Order Number (Purchase Order Number)
- Item and commodity code number
- Quantity purchased

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

- Contract price and extension
- State sales and/or use tax
- Prompt payment discounts/cash discounts, if applicable
- Totals for each order

25. PAYMENT

A. Terms

Payment terms for contracts 1-22-23-20 A – G and K include a \$500 per vehicle discount for payment made within twenty (20) days. Contract 1-22-23-20I includes a \$200 per vehicle discount for payment made within twenty (20) days. Contracts 1-22-23-20 H & J offer no discount. The cash discount time is defined by the State as beginning only after the vehicle has been inspected, delivered, and accepted by the receiving agency, or from the date a correct invoice is received in the office specified on the Purchase Order, whichever is later.

Payment is deemed to be made, for the purpose of earning the discount, one (1) working day after the date on the State warrant or check. Typically, acceptance will be accomplished within twenty (20) business hours after a vehicle is delivered.

Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927, et seq. Unless expressly exempted by statute, the Act requires State departments to pay properly submitted, undisputed invoices not more than forty-five (45) days after the date of acceptance of goods, performance of services, or receipt of an undisputed invoice, whichever is later.

B. CAL-Card Use

Use of the CAL-Card for payment of invoices is not allowed under this statewide contract.

C. Payee Data Record

Each State accounting office must have a copy of the Payee Data Record (Std. 204) in order to process payments. State departments should forward a copy of the Std. 204 to their accounting office(s). Without the Std. 204, payment may be unnecessarily delayed. State departments may contact the Contractor for copies of the Payee Data Record.

D. State Financial Marketplace

The State reserves the right to select the form of payment for all procurements, be it either an outright purchase with payment rendered directly by the State, or a financing/lease-purchase or operating lease via the State Financial Marketplace (GS \$Mart and/or Lease \$Mart). If payment is via the financial marketplace, the Contractor will invoice the State and the State will approve the invoice and the selected

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

Lender/Lessor for all product listed on the State's procurement document will pay the Contractor on behalf of the State.

26. CALIFORNIA SELLER'S PERMIT

The California seller permit number for the Contractor is listed below. State departments can verify that permits are currently valid at the following website: www.cdtfa.ca.gov. State departments must adhere to the file documentation required identified in the State Contracting Manual Volume 2 and Volume 3 and SCM-F.

Contractor Name	Seller Permit #
Lithia Nissan of Fresno	97163762
Ocean Honda	101-652579
Freeway Toyota of Hanford	102-659756
Winner Chevrolet	100-208309
Elk Grove Auto	100-197237
Downtown Ford	28600344
Watsonville Fleet Group	245364864 101-135239
CA Car Group	100-214737
Riverview International	101-079519
Sacramento Truck Center	97724353
Bonander Truck & Trailer	28-093997

27. WARRANTY

The manufacturer's standard new vehicle warranty shall apply to all vehicles purchased from these contracts. All warranties shall be factory authorized. The warranty shall be honored by all franchised dealers of the vehicle within the State of California. The Warranty term for the vehicles offered under these contracts shall meet the following (as applicable):

- Bumper to bumper warranty shall cover not less than 3 years/36,000 miles, no charge for parts and labor.
- Power train warranty for light duty vehicles weighing 8500 lbs. GVWR or less shall cover not less than 5 years/100,000 miles, no charge for parts and labor.
- Power train warranty for vehicles over 8500 lbs. GVWR shall cover not less than 5 years/60,000 miles, no charge for parts and labor.

The State's established preventative maintenance procedures and practices shall be acceptable to the manufacturer/contractor in lieu of the manufacturer's prescribed procedures which may form a part of the warranty.

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

All emission-related components shall be warranted in compliance with California Air Resources Board and Federal requirements. Contractor cannot offer independent insurance or statements indicating self insurance. If an additional extended warranty is purchased, a warranty certificate, warranty card, or a statement indicating the extended warranty has been recorded with the manufacturer shall be furnished with each vehicle delivered.

Normal wear items such as tires, belts, hoses, headlamps, light bulbs, brake linings, brake discs/drums, etc. are excluded from warranty coverage. All other items not subject to normal wear or gross operator neglect and abuse, such as window, seat, or wiper motors, chassis electrical switches (door, trunk lid), paint, hinges, locks, etc., shall be covered.

The State reserves the right to use re-refined lubrication oils, where available, in lieu of virgin equivalent oils. The re-refined oils used by the State will meet all API and SAE standards and specifications as set forth by the vehicle manufacturer. The use of said oils shall in no way void or degrade the original manufacturer's standard warranty.

The State reserves the right to use recycled content antifreeze/coolant, where available, in lieu of virgin equivalent antifreeze/coolant when servicing its vehicles. The recycled content antifreeze/coolant used by the State will meet all ATSM standards and specifications as set forth by the vehicle manufacturer.

28. REPAIR PARTS

The manufacture of the awarded vehicle(s) should maintain an adequate stock of all regular and special parts to meet the continuing service and repair parts needs of the State without undue delay.

A special system shall be set up for expediting the procurement of back-order items needed to repair an inoperative vehicle including a system to air freight parts at factory expense when parts are not in stock in California parts depots. Parts must be available within three (3) working days after telephone notification.

Vehicles with new technology emerging into the industry (e.g., fuel cell vehicles) may require more than (3) working days for the availability of certain parts. Contractor must notify the State Contract Administrator and ordering agency when this occurs and provide the estimated date of availability.

29. MAINTENANCE PLAN

A maintenance plan is available for light duty vehicles under 8500 lbs. GVWR. The purchase of a maintenance plan is optional. The maintenance plan covers all regularly scheduled service for a minimum of five (5) years/75,000 miles. The maintenance shall include at a minimum all manufacturer recommended services such as, but not limited to:

- Oil changes;

Contract (Mandatory) 1-22-23-20 A-K
Contract User Instructions, ***Supplement 6***

- Filter changes;
- Fluid changes;
- Lubrications;
- Tire rotations;
- Equipment and safety inspections

The Maintenance Plan is not required to cover wear items such as brake pads/shoes, wiper blades, etc.

Purchase of the Maintenance Plan is non-mandatory for State departments.

The Maintenance Plan is not applicable to vehicles over 8,500 lbs. GVWR.

30. RECYCLED CONTENT

State departments are required to report purchases in many product categories. The Postconsumer-Content Certification Form (CIWMB 74) for the Contractor(s) is attached (Attachment C).

31. SB/DVBE PARTICIPATION

There is no Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) participation for this contract.

32. STATE AND LOCAL GOVERNMENT EMPLOYEE PRICING

In the interest of expanding the California marketplace for Zero Emission Vehicles (ZEV), some Contractors have offered a discount to any interested State of California or local government employee when purchasing a ZEV for personal use. A list of participating Dealers and vehicles can be found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/State-of-California-Green-Fleet-Employee-Pricing-Program>

33. ATTACHMENTS

- Attachment A – Contract Pricing ***Supplement 6***
- Attachment B – Specification 2310-4181, revised 08/16/2021
- Attachment C – Postconsumer Content Certification Workbook
- Attachment D – Vehicle Specifications

Exhibit B

DOWNTOWN  SACRAMENTO

B 7 4 7

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name WEST VALLEY WATER DIST
Address 855 WEST BASE LINE RD, PO BOX 920
City RIALTO State CA Zip 92377
Phone ATTN: ERIC ROSALES 909-644-0837

DATE 3/3/2026
SALES REP BETHANY
PHONE 916-848-3177
FOB RIALTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD F150 SUPER CAB PICKUP 4X2 STATE OF CALIFORNIA CONTRACT: 1-22-23-20F CLIN: 23 EXTERIOR COLOR: YZ - OXFORD WHITE	\$38,968.00	\$38,968.00
OPTIONS			
PRICING BELOW SUBJECT TO CHANGE			
1	995 - 5.0L V8 GAS ENGINE	\$2,343.00	\$2,343.00
1	18B - RUNNING BOARDS	\$250.00	\$250.00
1	96W - SPRAY IN BEDLINER	\$625.00	\$625.00
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT: 7.750%			
BASED ON REGISTRATION ADDRESS			

SubTotal	\$42,271.00
DELIVERY	\$850.00
SALES TAX	\$3,276.00
CA Tire Tax	\$8.75
TOTAL	\$46,405.75

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

DOWNTOWN  SACRAMENTO

B 7 5 9 2

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name WEST VALLEY WATER DIST
Address 855 WEST BASE LINE RD, PO BOX 920
City RIALTO State CA Zip 92377
Phone ATTN: ERIC ROSALES 909-644-0837

DATE 3/3/2026
SALES REP BETHANY
PHONE 916-848-3177
FOB RIALTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD F150 CREW CAB PICKUP 4X2 STATE OF CALIFORNIA CONTRACT: 1-22-23-20F CLIN: 24 EXTERIOR COLOR: YZ - OXFORD WHITE	\$42,132.00	\$42,132.00
OPTIONS			
PRICING BELOW SUBJECT TO CHANGE			
1	995 - 5.0L V8 GAS ENGINE	\$2,343.00	\$2,343.00
1	18B - RUNNING BOARDS	\$250.00	\$250.00
1	96W - SPRAY IN BEDLINER	\$625.00	\$625.00
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT: 7.750% BASED ON REGISTRATION ADDRESS			

SubTotal	\$45,435.00
DELIVERY	\$850.00
SALES TAX	\$3,521.21
CA Tire Tax	\$8.75
TOTAL	\$49,814.96

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

DOWNTOWN  SACRAMENTO

B8252

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name WEST VALLEY WATER DIST
Address 855 WEST BASE LINE RD, PO BOX 920
City RIALTO State CA Zip 92377
Phone ATTN: ERIC ROSALES 909-644-0837

DATE 2/12/2026
SALES REP BETHANY
PHONE 916-848-3177
FOB RIALTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD RANGER CREWCAB PICKKUP 4X2 STATE OF CALIFORNIA CONTRACT: 1-22-23-20F CLIN: 24 EXTERIOR COLOR: YZ - OXFORD WHITE	\$32,524.00	\$32,524.00
OPTIONS	PRICING BELOW SUBJECT TO CHANGE		
1	18D - RUNNING BOARDS	\$776.00	\$776.00
1	96W - SPRAY IN BEDLINER	\$543.00	\$543.00
1	DOC FEE	\$85.00	\$85.00
	SALES TAX CALCULATED AT: 7.750% BASED ON REGISTRATION ADDRESS		

SubTotal	\$33,928.00
DELIVERY	\$850.00
SALES TAX	\$2,629.42
CA Tire Tax	\$8.75
TOTAL	\$37,416.17

Payment Details

- Cash
- Check
- Credit Card

Name _____
CC # _____
Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS

DOWNTOWN  SACRAMENTO

B7541

525 N16TH STREET, SACRAMENTO, CA 95811
PHONE: 916-299-3529

QUOTE

Customer

Name WEST VALLEY WATER DIST
 Address 855 WEST BASE LINE RD, PO BOX 920
 City RIALTO State CA Zip 92377
 Phone ATTN: ERIC ROSALES 909-644-0837

DATE 2/12/2026
 SALES REP BETHANY
 PHONE 916-848-3177
 FOB RIALTO

Qty	Description	Unit Price	TOTAL
1	2026 FORD F150 REGULAR CAB PICKUP 4X2 STATE OF CALIFORNIA CONTRACT: 1-22-23-20F CLIN: 20 EXTERIOR COLOR: YZ - OXFORD WHITE	\$37,241.00	\$37,241.00
OPTIONS			
PRICING BELOW SUBJECT TO CHANGE			
1	CS - CLOTH SEATING		\$0.00
1	18B - RUNNING BOARDS	\$250.00	
1	96W - SPRAY IN BEDLINER	\$625.00	\$625.00
1	DOC FEE	\$85.00	\$85.00
SALES TAX CALCULATED AT:		7.750%	
BASED ON REGISTRATION ADDRESS			

SubTotal	\$37,951.00
DELIVERY	\$850.00
SALES TAX	\$2,941.20
CA Tire Tax	\$8.75
TOTAL	\$41,750.95

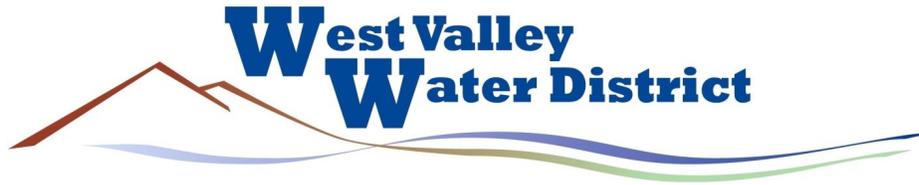
Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

Office Use Only

\$500 DISCOUNT WITH PAYMENT IN 20 DAYS



STAFF REPORT

DATE: March 19, 2026
TO: Board of Directors
FROM: Jose Velasquez, Chief Financial Officer
SUBJECT: Purchase for Hydration Van Conversion Services

STRATEGIC GOAL:

Strategic Goal 6 - Demonstrate Effective Financial Stewardship, Objective 6D - Maintain a data Driven Approach and Financial-Based Decision Making

MEETING HISTORY:

Finance Committee - 03.10.26

BACKGROUND:

The West Valley Water District ("District") has a fleet of 63 vehicles that are used in the daily course of the District's operations. Included in those vehicles are Administrative vehicles assigned to Departments or fleet pool. The Department of Public Outreach Government Affairs currently has a 2015 Chevy Suburban SUV that is used for all community events and public outreach. The department has determined a need to retrofit a cargo van into a hydration station to help the department engage with the community by providing them with reliable water services. Staff issued an Request for Bid (RFB) No. 2025-09 for a 2025-2026 Ford Transit 250 MR Vargo Van - 148" Wheelbase- RWD through the Districts online bidding portal Planetbids. The RFB closed on December 19, 2025. A total of ten (10) bids were received. Based on the specifications outlined in the RFB it was determined Fairview Ford Sales, Inc of San Bernardino, CA was deemed to be the lowest responsive and responsible bidder in accordance with the Districts Purchasing Policy and Procedures.

DISCUSSION:

On January 15, 2026 the Purchase Order was issued to Fairview Ford Sales, Inc. of San Bernardino, CA. The vendor is currently preparing the vehicle for shipment. In anticipation of its arrival, the District began coordinating the required conversion services. Staff contacted a nearby water municipality that previously obtained identical services, which recommended Creative Mobile Interiors of Grove City, Ohio. Creative Mobile Interiors provided a customized quote to up-fit the 2026 Ford Cargo Van. After finalizing specifications, the District received a formal quote totaling \$79,576.50, inclusive of transportation, sales tax, and all applicable fees. Staff attempted to obtain additional quotes from other vendors but were unsuccessful, based on the research conducted it was determined the quote provided by Creative Mobile Interiors was reasonable. After final review it was determined the services are deemed to be single source/sole source based on the research conducted.

This is in compliance with Purchasing/Procurement Policy Section 12, Non-Competitive (Sole Source) Procurement which states as follows " However, circumstances may dictate forgoing the competitive sourcing process and purchasing from one unique vendor for certain products or services." Additionally Section 10, Subsection 11, Exceptions to Competitive Sourcing states, " when the Purchasing Supervisor has determined that a negotiation with the vendor or supplies is in the best interest of the WVWD." based on the information obtained it determined it is in the best interest of the District to deem the services a single source/sole source.

FISCAL IMPACT:

The Fiscal Year 2025-2026 Budget contains \$150,000.00 for Fleet Replacement vehicles and up-fitting under Project# W26020. This is sufficient funding for the conversion of the 2026 Ford Cargo Van.

REQUESTED ACTION:

Authorize the Purchase Order with Creative Mobile Interiors of Grove City, Ohio, in the amount of \$79,576.50.

Attachments

[Exhibit A- Creative Mobile Interiors Quote.pdf](#)

Exhibit A



Proposal

Airstream, Inc.
 dba Creative Mobile Interiors
 6237 Seeds Road, Grove City Ohio
 Phone: (614) 539-4600 Fax: (614) 801-1008
 www.creativemobileinteriors.com

To: West Valley Water District
 855 W. Base Line Road
 Rialto, CA 92377
 909-820-3701

Date: February 10, 2026
 Job#

Salesperson	Due Date
Michael Juarez	
Description	Line Total

Conversion Features Offered by CMI

Customer provided 2026 Ford Transit

Transit 250 MR Cargo Van - 148" Wheelbase - RWD

Driver & Passenger Seat

**Remain as is from factory

Flooring

**Remain as is from factory

Driver's Area - Privacy Curtain

**Between driver's area and cabin area

**Fabric material privacy curtain - ceiling track

Walls

**Remain as is from customer

**Some close outs for wire/cable runs

**Cargo Liner finish on custom made closeouts

Partition Wall - w/ Water Taps

**Custom built partition wall at the sliding door opening

**Partition wall with (3) taps for dispensing water

**Additional tap for pets (location to be determined)

**Cargo liner finish - interior of partition wall

**Laminated finish - exterior of partition wall

**Graphic decal install





Proposal

Airstream, Inc.
 dba Creative Mobile Interiors
 6237 Seeds Road, Grove City Ohio
 Phone: (614) 539-4600 Fax: (614) 801-1008
 www.creativemobileinteriors.com

To: West Valley Water District
 855 W. Base Line Road
 Rialto, CA 92377
 909-820-3701

Date: February 10, 2026
 Job#

jvelasquez@wwd.org	
Salesperson	Due Date
Michael Juarez	
Description	Line Total

Holding Tanks and Chiller

- **Holding Tanks (100 gallon fresh water / 11 gallon grey water)
- **Water Chiller
- **Water Pump
- **Equipment mounted directly to factory floor - exposed
- **City Water connection
- **Fresh water drain valve



Storage Shelving

- **Cargo Van Shelving System

Example



Generator Install

- **2.8 Onan Generator
- **Tie-in to vehicle fuel tank
- **Generator mounted under vehicle replacing spare tire.
- **Remove spare tire from under vehicle

NOTE: Spare tire will not be mounted/relocated unless requested by customer



Proposal

Airstream, Inc.
 dba Creative Mobile Interiors
 6237 Seeds Road, Grove City Ohio
 Phone: (614) 539-4600 Fax: (614) 801-1008
 www.creativemobileinteriors.com

To: West Valley Water District
 855 W. Base Line Road
 Rialto, CA 92377
 909-820-3701

Date: February 10, 2026
 Job#

ivelasquez@wwwd.org

Salesperson	Due Date
Description	Line Total

Power Source

- **Inverter/Shoreline system
- **30Amp Shoreline Power Connection Install
- **Electrical Power Panel
- **On/Off Switch

Lights / Outlets / USB / HDMI

- **2) Ceiling Lights (switches on lights)
- **110v outlets
- **USB ports
- **HDMI connection

Flashing Light Bar (One)

- **Mounted on roof of van above driver's area

Manual Awning

- **Fiamma manual awning

Graphics Design & Install

- **Exterior wrap on vehicle
- **Graphic install around water tap station

Transporting Vehicle

- **From California to Ohio
- **From Ohio to California

Sub-Total Conversion Cost <i>(does not include vehicle)</i> <i>(Customer providing vehicle)</i>	\$ 79,576.50
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Final Conversion Total (Does not include material shipping charges) (Does not include state sales tax)	\$ 79,576.50
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THIS PROPOSAL IS NOT A BINDING AGREEMENT. THIS PROPOSAL OUTLINES THE PROPOSED PRINCIPAL TERMS AND CONDITIONS REGARDING AIRSTREAM'S PERFORMANCE OF THE CONVERSION SERVICES AND IS SUBJECT TO THE EXECUTION OF AIRSTREAM'S STANDARD CONVERSION AGREEMENT AND OTHER RELATED AGREEMENTS AND DOCUMENTS. THE PARTIES RECOGNIZE THAT THERE ARE OTHER TERMS AND CONDITIONS THAT HAVE NOT YET BEEN ADDRESSED.



Proposal

Airstream, Inc.
dba Creative Mobile Interiors
6237 Seeds Road, Grove City Ohio
Phone: (614) 539-4600 Fax: (614) 801-1008
www.creativemobileinteriors.com

To: West Valley Water District
855 W. Base Line Road
Rialto, CA 92377
909-820-3701

Date: February 10, 2026
Job#

jvelasquez@wwwd.org

Salesperson

Due Date

Michael Juarez

Description

Line Total

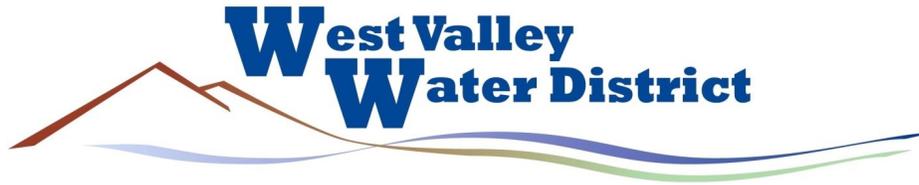
TERMS

A 50% deposit is required to initiate production; and balance is due upon completion of conversion.

Customer may make changes at anytime, after agreement on additional charge or credit, as appropriate. The balance due at delivery will be net of any credits and additions made during construction. In some cases, a change may result in delay of completion, and additional carrying costs.

WARRANTY

CMI warranty covers workmanship and materials. 1 year Limited Warranty



STAFF REPORT

DATE: March 19, 2026

TO: Board of Directors

FROM: John Thiel, General Manager

SUBJECT: Update existing Joint Powers Authority (JPA) Agreement by Adopting Resolution No. 2026-01 of the Board of Directors of the West Valley Water District for Appointment of Members to the West End Water Development, Treatment and Conservation JPA.

STRATEGIC GOAL:

Strategic Goal 7 – Realize Health, Safety, and Regulatory Compliance

MEETING HISTORY:

N/A

BACKGROUND:

This item addresses updates to an existing JPA that was developed in 1989 and remains available to activate if desired by the JPA members. The West Valley Water District, the City of Rialto, and the City of San Bernardino, acting by and through its Board of Water Commissions entered into a Joint Exercise of Powers Agreement, creating the West End Water Development, Treatment and Conservation Joint Powers Authority, on April 21, 1989.

The JPA was created to undertake projects to develop and conserve water supplies, including the development of plans and the construction, operation, and maintenance of works and facilities for the development, transmission, treatment, storage and conservation of water. In addition, the JPA was used by the District to issue improvement bonds for a project, for which bonds were subsequently paid in full.

After repayment of the bonds, the JPA, by agreement of the parties, went dormant with the understanding that if there was ever a need for the JPA, it would be reactivated. We have recently been contacted by the California Fair Political Practices Commission (FPPC) to update certain elements of the JPA, as discussed below.

DISCUSSION:

The First Amendment to Agreement, dated April 17, 1990, amended Article IV, Governing Board, Section 4.2 and requires that each party to the Agreement shall designate and appoint, by resolution of its governing body, one (1) member of its governing body, or its General Manager (or other such corresponding official), to act as its Commission member and one (1) member of its governing body or its General Manager (or other such correspond official) to act as Alternate.

The JPA was last active in the 1990's and has since gone dormant. Due to being dormant for a number of years, none of the parties to the Agreement are current Commission members or Alternate Commission members to the Authority.

Staff was contacted by the FPPC regarding the filing of the Biennial Notice, that was due in 2024. It was then discovered that the signing authorities would need to be updated via a Resolution to be able to file the Biennial Notice with the FPPC. Even though the JPA is dormant, the Biennial Notice still needs to be filed since it is not disbanded. The District will look into disbanding this JPA but, for now, we need to comply with the FPPC requirement as soon as possible.

FISCAL IMPACT:

None.

REQUESTED ACTION:

1. Adopt Resolution No. 2026-01 appointing members to the West End Water Development Treatment and Conservation Joint Powers Authority.

Attachments

[Resolution No. 2026-01 For Appointment of Members to the West End Water Development, Treatment and Conserv. Joint Powers Authority \(JPA\).pdf](#)

RESOLUTION NO. 2026-01

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE WEST VALLEY WATER DISTRICT FOR APPOINTMENT OF MEMBERS TO THE WEST END WATER DEVELOPMENT, TREATMENT AND CONSERVATION JOINT POWERS AUTHORITY (JPA)

WHEREAS, West Valley Water District (“District”), the City of Rialto and the City of San Bernardino (“San Bernardino”), acting by and through its Board of Water Commissions entered into a Joint Exercise of Powers Agreement, hereafter referred to as “the Agreement,” creating the West End Water Development, Treatment and Conservation Joint Powers Authority, hereinafter referred to as “the Authority,” on April 21, 1989; and

WHEREAS, the First Amendment to Agreement, dated April 17, 1990, amended Article IV, Governing Board, Section 4.2 and requires that each party to the Agreement shall designate and appoint, by resolution of its governing body, one (1) member of its governing body, or its General Manager (or other such corresponding official), to act as its Commission member and one (1) member of its governing body or its General Manager (or other such correspond official) to act as Alternate; and

WHEREAS, the Authority has been dormant for a number of years and as a result thereof, none of the parties to the Agreement have appoint current Commission members or Alternate Commission members to the Authority; and

WHEREAS, Parties have collectively agree in November 2016 that the reactivation of the Authority is necessary in order for the parties to undertake projects under the auspices of the Authority, included the issuance of bonds therefore; and

WHEREAS, the District desires to appoint a Primary and Alternate Commission member to the Authority.

NOW, THEREFORE, the West Valley Water District (“District”) hereby resolves as follows:

SECTION 1. This Resolution will rescind all previously enacted resolutions pertaining to the appointments of Primary and Alternate Commission members to the Authority.

SECTION 2. That in accordance with the Joint Exercise of Powers Agreement for the West End Water Development, Treatment and Conservation Joint Powers Authority, and the First Amendment to said Agreement, Article IV, Section 4.2, the District hereby appoints General Manager John Thiel to act as the District’s Commission Member to the Authority and the District’s Assistant General Manager Linda Jadeski, as District Alternate Member to said Authority.

SECTION 3. This Resolution shall take effect immediately upon adoption.

PASSED, APPROVED AND ADOPTED this ____ day of March, 2026.

BOARD OF DIRECTORS

KELVIN MOORE
President of the Board of
Directors
West Valley Water District

ATTEST:

KARA JOHNSON
Acting Board Secretary

CERTIFICATION

I, Kara Johnson, Acting Board Secretary of the West Valley Water District, do hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the West Valley Water District at a regular meeting held on March _____, 2026, by the following vote:

AYES: BOARD MEMBERS:
NOES: BOARD MEMBERS:
ABSENT: BOARD MEMBERS:
ABSTAIN: BOARD MEMBERS:

Dated:

Kara Johnson
Acting Board Secretary
West Valley Water District



STAFF REPORT

DATE: March 19, 2026

TO: Board of Directors

FROM: Linda Jadeski, Assistant General Manager

SUBJECT: Approve Purchase and Sale Agreement with Lytle Development Company for the purchase of real property described as APNs 0264-012-58 and 48

STRATEGIC GOAL:

Strategic Goal 5 – Sound Planning, Innovation, and Best Practices, Objective 5A - Increase Operational Efficiency, Resiliency, and Reliability, and Objective 5C – Identify Long-Term Water Supply, Infrastructure, and Facility Needs

MEETING HISTORY:

N/A

BACKGROUND:

As part of the Headquarters Facilities Master Plan, staff evaluated opportunities for facility expansion and determined that acquiring the two adjacent parcels to the Oliver P. Roemer Water Filtration Facility (WFF) offered the most logical long-term solution. The property's immediate proximity to the WFF makes it a strategic location for expanding operations, increasing warehouse and equipment storage capacity, and creating a centralized District Headquarters.

DISCUSSION:

Staff approached the owners to explore a possible purchase and retained an independent appraisal firm to evaluate the property. Negotiations resulted in agreement on a purchase price of \$8,900,000, an amount supported by the independent appraisal and consistent with fair market values for similar properties in the region.

The land consists of two parcels, totaling approximately 7.68 acres of vacant, undeveloped property currently owned by Lytle Development Company (APN 0264-012-58 and APN 0264-012-48). The parcels are located in the City of Rialto, just south of the intersection of Riverside Avenue and Linden Avenue.

Attached as **Exhibit A** is an Agreement for Purchase and Sale between the District and the owner which specifies the terms and conditions for the sale of the property.

FISCAL IMPACT:

This was not a budgeted item in the Fiscal Year 2025/26 Budget. If approved by the Board of Directors, funds to cover the \$8,900,000 cost of purchasing the property, and funds to cover survey costs, would come from district reserves. This would be made up of the \$3,000,000 in the CIP account in LAIF set aside by the Board for capital purposes and other reserve funds.

REQUESTED ACTION:

1. Approve the purchase of approximately 7.68 acres of vacant land (APNs 0264-012-58 and 0264-012-48) from Lytle Development Company for \$8,900,000, associated survey costs; and
2. Authorize the General Manager to execute all necessary documents.

Attachments

[Exhibit A - Lytle Development Company PSA.pdf](#)

EXHIBIT A

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS (“**Agreement**”) is entered into as of March __, 2026 (the “**Effective Date**”) between the WEST VALLEY WATER DISTRICT, a California Municipal Water District (“**WVWD**” or “**Buyer**”), and LYTLE DEVELOPMENT COMPANY, a California corporation (“**Seller**”); collectively, the “**Parties**” who agree as follows.

1. Property; Purchase and Sale.

(a) Seller is the owner, or is authorized to convey (including, as applicable, as successor by merger to Lytle Creek Land and Resources, a California corporation for Parcel No. 2), of approximately 7.68 acres of vacant and unimproved real property located in Rialto, San Bernardino County, California, consisting of two parcels (collectively, the “**Real Property**”) as more particularly described in Exhibit “A,” attached hereto:

- (i) Parcel No. 1, Assessor’s Parcel Number 0264-012-58 and
- (ii) Parcel No. 2, Assessor’s Parcel Number 0264-012-48

(b) Buyer desires to purchase the Property and Seller desires to sell the Property, on the terms and conditions set forth in this Agreement.

(c) “**Property**” means collectively the Real Property, together with all of Seller’s right, title and interest to (i) all improvements presently or hereafter existing on the Real Property, (ii) all water rights relating to the Real Property, (iii) all mineral rights relating to the Real Property, (iv) all plans and specifications relating to the present or planned construction of improvements on the Real Property, including all governmental permits or licenses, entitlements, or other intangible property (if any) now owned by Seller in connection with the development, operation, or ownership of the Property, and (v) all of Seller’s rights in and to any fees paid to any governmental agency or utility in connection with the Real Property. “Property” expressly excludes any contracts or similar agreements entered into, or assumed, by Seller.

2. Purchase and Sale. Seller agrees to sell and Buyer agrees to purchase the Property subject to the terms and conditions in this Agreement.

3. Purchase Price. The purchase price for the Property shall be Eight Million Nine Hundred Thousand Dollars and zero cents (\$8,900,000) (“**Purchase Price**”). One (1) business day prior to the Closing Date, Buyer shall deposit with Escrow Agent the full amount of the Purchase Price in cash or in immediately available funds, after credit for the Deposit. In addition, on or before 5:00 p.m. on the third (3rd) day following the Opening of Escrow, Buyer shall deposit Two Hundred Fifty Thousand Dollars (\$250,000) with Escrow Agent (“**Deposit**”), which Escrow Agent shall administer as provided in this Agreement. Upon the delivery of the Approval Notice (as defined below), the Deposit shall become non-refundable to Buyer, except for a failure of Closing to occur due to Seller’s default or as otherwise expressly provided in this Agreement. One

Hundred (\$100.00) of such deposit shall constitute Seller's consideration for entry into this Agreement.

4. Escrow. By this Agreement, Buyer and Seller establish an escrow ("**Escrow**") with First American Title Insurance Company (Jeanne Gould: telephone: 949-885-2405; e-mail: jgould@firstam.com) (the "**Escrow Agent**"), subject to the provisions of the standard conditions for acceptance of escrow (if any) and the terms and conditions in this Agreement, which shall constitute escrow instructions to Escrow Agent, with a signed counterpart of this document to be delivered as escrow instructions to Escrow Agent. In the event of any conflict between the terms of this Agreement and the standard conditions for acceptance of escrow, the terms of this Agreement shall control. WVWD's agent for matters related to the Closing of Escrow shall be Linda Jadeski, who is a member of WVWD staff.

5. Seller Property Materials; Feasibility Period.

(a) Within five (5) days following the Effective Date, Seller shall make available to Buyer through a dropbox or similar mechanism those documents referenced on Exhibit "D" attached hereto (the "**Property Documents**"). Buyer acknowledges that Seller is making the Property Documents available to Buyer for informational purposes only and that Seller makes no express or implied representations or warranties of any kind, except as expressly provided below, concerning the Property Documents or their contents, including, without limitation, the accuracy, content, reliability, completeness or suitability of the Property Documents for Buyer's use, or whether Buyer has any right to use or rely thereon, nor does Seller represent or warrant to Buyer that the Property Documents are all of the documents affecting the Property. In addition, upon request from Buyer, Seller shall make available for inspection by Buyer at Seller's offices all materials in Seller's possession relating to the Real Property (except for any confidential or proprietary materials such as Seller's financial analyses with respect to the Real Property), with such inspections to occur during mutually agreed times. Buyer further agrees that if Buyer uses or relies on any materials and information provided by Seller, Buyer shall do so solely at Buyer's own risk. The delivery of such materials and information shall be subject to the proprietary rights of any engineer or other consultant preparing the same and any limitations on use imposed by them. The foregoing provisions of this paragraph shall expressly survive Closing and the earlier termination of this Agreement.

(b) For the period of thirty (30) days from the Effective Date of this Agreement ("**Feasibility Period**"), subject to Section 8 below, Buyer and its employees, agents, consultants, and contractors (collectively, "**Buyer Parties**") may undertake at Buyer's expense an inspection of the Property. Said inspection may include: (i) a review of the physical condition of the Real Property, including but not limited to, inspection and examination of soils, physical, engineering, soils, geotechnical, and environmental tests, Hazardous Substances (as defined below) and archeological information relating to the Property; (ii) a review and investigation of the effect of any zoning, maps, permits, reports, engineering data, regulations, ordinances, and laws affecting the Property, and (iii) an investigation of such other matters pertaining to the Property as Buyer may desire. Notwithstanding the foregoing, Buyer shall not conduct invasive testing on the Property unless recommended in a Phase I Environmental Site Assessment ("**Phase I ESA**") (or comparable study) and Buyer has delivered to Seller a written work plan describing the proposed testing. Seller shall approve or disapprove the work plan within five (5) business days after receipt,

and any disapproval shall be in writing and state the reasonable basis therefor; Seller's approval shall not be unreasonably withheld, conditioned, or delayed. Except as permitted in the immediately preceding sentence, Buyer shall not conduct any drilling on the Real Property or otherwise disturb any soil on the Real Property without Seller's prior written consent, not to be unreasonably withheld, conditioned, or delayed. Immediately after performing any inspections, tests or studies, Buyer shall restore the Real Property to the same condition as prior to performing such inspections, tests and studies, including, without limitation, recompaction or removal of any disrupted soil or material as Seller may reasonably direct, ordinary wear and tear and pre-existing conditions excepted, and excluding any damage not caused by Buyer or any of the Buyer Parties. Buyer hereby indemnifies, defends and holds Seller and its affiliates harmless from any and all losses, damages, costs, liabilities and expenses, including, without limitation, reasonable attorneys' fees (and those fees incurred upon any appeals) and court costs incurred or suffered by Seller or its affiliates, to the extent arising out of or resulting from (i) bodily injury (including death) or personal injury, or (ii) physical damage to the Real Property, by the act or omission of Buyer or any of the Buyer Parties during their inspections of the Property, provided, however, Buyer shall have no obligation to indemnify or defend Seller to the extent caused by (x) the active negligence or willful misconduct of Seller, its employees, agents, or its affiliates or (y) any pre-existing conditions unless exacerbated by Buyer or any Buyer Parties. Prior to entering the Real Property, Buyer shall obtain or confirm in writing (which may be email to Seller) the existence of a policy of general commercial liability coverage (which may be provided through Buyer's membership in a joint powers insurance authority such as ACWA JPIA) in a minimum amount of One Million Dollars (\$1,000,000) per occurrence/annual aggregate, naming Seller and its members and/or partners as additional insureds, and Buyer shall provide Seller with evidence that such insurance is in place. Buyer's restoration requirements and obligations to indemnify, defend and hold harmless set forth in this paragraph shall expressly survive Closing and the earlier termination of this Agreement. In addition to the foregoing, Seller has engaged a surveyor to conduct a survey of the Real Property, and Buyer has agreed to be responsible for all costs charged by such surveyor to Seller (the "Survey Costs"). In addition to the Purchase Price, Buyer shall reimburse Seller through Escrow at the Closing for the Survey Costs. In the event the Closing fails to occur, Buyer shall reimburse Seller for the Survey Costs within thirty (30) days after the termination of this Agreement, and such obligation shall expressly survive the termination of this Agreement.

(c) **"Hazardous Substances"** means:

(i) Those substances included within the definitions of "hazardous substance," "hazardous waste," "hazardous material," "toxic substance," "solid waste," or "pollutant or contaminant" in CERCLA, RCRA, TSCA, HMTA, or under any other Environmental Law;

(ii) Those substances listed in the United States Department of Transportation (DOT) Table [49 CFR 172.101], or by the Environmental Protection Agency (EPA), or any successor agency, as hazardous substances [40 CFR Part 302];

(iii) Other substances, materials, and wastes that are regulated or classified as hazardous or toxic under federal, state, or local laws or regulations; and

(iv) Any material, waste, or substance that is:

- (A) a petroleum or refined petroleum product,
- (B) asbestos,
- (C) polychlorinated biphenyl,
- (D) designated as a hazardous substance pursuant to 33 U.S.C.A. § 1321 or listed pursuant to 33 U.S.C.A. § 1317,
- (E) a flammable explosive, or
- (F) a radioactive material.

(d) If Buyer disapproves of the results of the inspection and review or the results of any Phase I ESA, Buyer may elect, in its sole discretion, to terminate this Agreement by giving Seller written notification prior to the last day of the Feasibility Period. If, before the Feasibility Period expires, Buyer elects to proceed with the transaction hereunder, then Buyer (or Buyer's counsel) shall issue to Seller a written notice (which may be delivered by e-mail to Seller's counsel on behalf of Seller) specifying that Buyer elects to proceed with the transaction contemplated by this Agreement (the "**Approval Notice**"). If Buyer fails to properly issue to Seller the Approval Notice prior to the expiration of the Feasibility Period, Buyer shall be deemed to be dissatisfied with the results of the inspection, and this Agreement and the Escrow shall be automatically deemed terminated without any further action by either party. If this Agreement is terminated in accordance with this Section, then the Deposit shall be immediately returned to Buyer and the Parties shall thereafter be relieved from further liability hereunder, except with respect to any obligations under this Agreement that are expressly stated to survive any termination of this Agreement. Upon a termination of this Agreement pursuant to this Section 5, all title and Escrow cancellation charges, if any, shall be paid equally by Buyer and Seller.

6. Conditions to Buyer's Performance. Buyer's obligation to perform under this Agreement is subject to the following conditions:

- (a) Buyer's approval of the condition of the Property as provided in Section 5 prior to the expiration of the Feasibility Period;
- (b) Seller's representations and warranties in this Agreement being correct as of the date of this Agreement and as of the Close of Escrow;
- (c) Seller shall have executed and delivered all Seller deposits required under Section 11(b) herein.
- (d) Seller's performance of all obligations under this Agreement; and
- (e) Escrow Agent being prepared to issue the Title Policy on the Close of Escrow, subject only to the Approved Exceptions.

7. Conditions to Seller's Performance. Seller's obligation to perform under this Agreement is subject to (a) Buyer's representations and warranties in this Agreement being correct

as of the date of this Agreement and as of the Close of Escrow; (b) Buyer shall have executed and delivered all Buyer deposits required under Section 11(c) herein; and (c) Buyer's performance of all of the obligations which it is required to perform pursuant to this Agreement.

8. Access.

(a) Access to the Property during the Feasibility Period shall be given to Buyer and the Buyer Parties during normal business hours, at Buyer's own cost and risk, for any purposes, including, but not limited to, inspecting the Property, taking samples of the soil, and conducting an environmental audit (including an investigation of past and current uses of the Property). Any entry onto the Property by Buyer or any of the Buyer Parties shall be at reasonable times. Notwithstanding the foregoing, Buyer shall give at least one (1) business days' notice (which may be by e-mail) to Seller prior to entering the Real Property and any access by Buyer and the Buyer Parties shall be subject to the provisions of Section 5 above.

(b) In addition to the provisions of Section 8(a), Buyer and the Buyer Parties shall have the right, from the date of this Agreement until the Closing Date, to contact any federal, state, or local governmental authority or agency to investigate any matters relating to the Property. Seller agrees, at no out of pocket expense to Seller, to cooperate reasonably with Buyer and the Buyer Parties in the inspection of the Property, subject to the other provisions of this Agreement.

9. Title.

(a) Within three (3) days following the execution of this Agreement by both parties, Seller shall request that Escrow Agent issue to Buyer a preliminary report for an ALTA Standard Policy of Title Insurance for the Property, dated within ten (10) days of the Effective Date, setting forth all liens, encumbrances, easements, restrictions, conditions, pending litigation, judgments, administrative proceedings, and other matters of record affecting Seller's title to the Property ("**Preliminary Report**"), together with copies of all documents relating to title exceptions referred to in the Preliminary Report.

(b) Buyer shall approve or disapprove, in writing to Seller with a copy to Escrow Agent, each exception shown on the Preliminary Report and each encroachment, overlap, or boundary line dispute, or any other matter that materially and adversely affects title to the Property or that violates any law, rule, or regulation (each an "**Exception**") at least ten (10) days prior to the expiration of the 30-day Feasibility Period ("**Review Period**"). Buyer's failure to approve or disapprove within the Review Period shall be deemed to be a disapproval of the Exceptions, in which event this Agreement and the Escrow shall be automatically deemed terminated without any further action by either party. The Exceptions approved by Buyer hereunder shall be referred to as the "**Approved Exceptions**." If Buyer timely delivers a notice disapproving of any Exception (a "**Disapproved Exception**"), then Seller shall have five (5) business days after the receipt of such disapproval notice to notify Buyer in writing (a "**Title Response Notice**") that Seller either (a) will remove such Disapproved Exception from title to the Real Property on or before Closing; or (b) elects not to cause such Disapproved Exception to be removed from title to the Real Property. If Seller fails to deliver a Title Response Notice as to a particular Disapproved Exception within such five (5) business day period, then Seller shall be deemed to have made the election in clause (b) above as to such Disapproved Exception. If Seller makes (or is deemed to have made) the election

in clause (b) above as to any Disapproved Exception, then Buyer shall have until the expiration of the Feasibility Period to notify Seller in writing that Buyer either (x) approves such original Disapproved Exception (in which case the same shall become an Approved Exception), or (y) elects to terminate this Agreement. If Buyer makes the election set forth in clause (y) above or fails to respond prior to the expiration of the Feasibility Period, then this Agreement shall immediately terminate; provided that if Buyer fails to so timely respond but Buyer timely gives an Approval Notice, then Buyer shall be deemed to have made the decision in clause (x) above. If this Agreement terminates as set forth in this Section, Seller and Buyer shall have no further rights or obligations hereunder, except as otherwise expressly provided herein. All (a) deeds of trust granted by Seller to secure monetary liens or monetary encumbrances on the Property, and (b) monetary liens imposed by mechanics, laborers or others engaged by Seller and not contested by Seller in good faith, are disapproved and Seller shall cause the same to be eliminated prior to or upon the Closing Date. Seller agrees not to cause or create any additional encumbrances or other matters affecting title to the Property to be incurred following the Effective Date that are not satisfied or otherwise removed on or before the Closing Date as contemplated above. Upon a termination of this Agreement pursuant to this Section 9, all title and Escrow cancellation charges, if any, shall be paid equally by Buyer and Seller.

10. Intentionally Omitted.

11. Close of Escrow.

(a) Title. Simultaneously with the Close of Escrow, Escrow Agent shall issue an ALTA standard coverage owner's policy of Title Insurance ("**Title Policy**") in favor of Buyer for the Property (a) showing fee title to the Property vested in Buyer, (b) with liability coverage in an amount equal to the Purchase Price, (c) subject to Approved Exceptions, and (d) containing the usual printed Title Insurer exceptions and the reservations and other matters referenced or described in the Deed (as defined in Section 11(b)(i)). If Buyer requires an extended coverage ALTA Owner's Policy of Title Insurance or endorsements, Buyer shall notify Escrow Agent of such requirement and deliver to Escrow Agent, at Buyer's sole cost and expense and in a timely manner so as to not delay the Closing, an ALTA survey adequate for the issuance of such ALTA extended coverage policy. Buyer's performance under this Agreement shall not be excused if Buyer is unable to timely obtain such extended title coverage. Buyer shall pay any difference in the cost of the premium for a standard ALTA owner's policy of title insurance and the ALTA Extended Policy.

(b) Seller's Deposits into Escrow. Seller shall deposit with Escrow Agent at least one (1) business day or prior to the Close of Escrow the following documents:

(i) A grant deed (as required by the Title Insurer and Escrow Agent), executed and acknowledged by Seller, conveying to Buyer good and marketable fee simple title to the Property ("**Deed**") in substantially the same form as Exhibit "B" attached hereto;

(ii) Seller's affidavit of nonforeign status as contemplated by Section 1445 of the Internal Revenue Code of 1986, as amended ("**FIRPTA Affidavit**");

(iii) Only if required by the Title Insurer, an owner's affidavit or seller's certificate duly executed by Seller in the form attached hereto as Exhibit "E" in connection with the issuance of title insurance;

(iv) California Franchise Tax Board Form 593-C regarding the withholding of California taxes on the sale of California real estate ("**Withholding Affidavit**");

(v) California Franchise Tax Board good standing documentation required by Title Insurer/Escrow Agent;

(vi) Seller's approval of the draft of Escrow Agent's closing statement, which approval shall be subject to Seller's reasonable discretion;

(vii) Such proof of Seller's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Seller to act for and bind Seller as may be reasonably required by Title Insurer or Escrow Agent;

(viii) General Assignment, duly executed by Seller and in form and substance in the form attached hereto as Exhibit "C", assigning to Buyer, effective as of the Closing, all of Seller's right, title, and interest in and to the assignable claims, rights, and causes of action relating to the Property;

(ix) Such other items, documents, and instruments as may be reasonably required by the Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Seller at the Closing pursuant to this Agreement, including any deed(s) or other instrument(s) required to vest record title to Parcel No. 2 of the Property in Seller prior to recordation of the Deed to Buyer.

(c) Buyer's Deposits into Escrow. Buyer shall deposit with Escrow Agent, at least one (1) business day prior to the Close of Escrow:

(i) The balance of the Purchase Price in accordance with Section 3, together with the Survey Costs as required by Section 5(b) above,

(ii) The Certificate of Acceptance for the Deed,

(iii) The General Assignment, duly executed by Buyer and in form and substance in the form attached hereto as Exhibit "C";

(iv) Such proof of Buyer's authority and authorization to enter into this Agreement and the transaction contemplated hereby, and such proof of the power and authority of the individual(s) executing or delivering any instruments, documents, or certificates on behalf of Buyer to act for and bind Buyer as may be reasonably required by Title Insurer or Escrow Agent;

(v) Buyer's approval of the draft of Escrow Agent's closing statement, which approval shall be subject to Buyer's reasonable discretion; and

(vi) Such other items, documents, and instruments as may be reasonably required by the Title Insurer, Escrow Agent, or otherwise in order to effectuate the provisions of this Agreement and the Closing and/or otherwise to fulfill the covenants and obligations to be performed by Buyer at the Closing pursuant to this Agreement.

(d) Closing Date. The conveyance of the Property to Buyer and the closing of this transaction (“**Close of Escrow**”) shall take place on the date that is ten (10) days after expiration of the Feasibility Period (the “**Closing Date**”), except as otherwise agreed by Buyer and Seller in writing. Either Buyer or Seller shall have the right to terminate Escrow and this Agreement if the conditions set forth in Section 6 (for Buyer) or Section 7 (for Seller) have not been satisfied as of the Closing Date; provided that any such termination shall not affect the rights of either party if the failure to satisfy such condition is the result of a default by the other party under this Agreement.

(e) Closing Statement. No more than three (3) business days prior to the Closing Date, Escrow Agent shall deliver to Buyer and to Seller, for their respective approvals, drafts of Escrow Agent’s closing statement showing all receipts and disbursements of the Escrow.

(f) Closing Instructions. On the Closing Date (or any extension thereof), Escrow Agent shall close Escrow as follows:

(i) If not previously recorded, record any instrument(s) necessary to vest title to Parcel No. 2 of the Property in Seller prior to recordation of the Deed to Buyer;

(ii) record the Deed (marked for return to Buyer) with the San Bernardino County Recorder;

(iii) issue the Title Policy;

(iv) prorate taxes, assessments, utilities, and other charges as provided in Section 11(g);

(v) disburse to Seller the Purchase Price less prorated amounts and charges to be paid by, retained for, or on behalf of Seller;

(vi) charge Buyer for those costs and expenses to be paid by Buyer pursuant to this Agreement and disburse any net funds remaining after the preceding disbursements to Buyer;

(vii) prepare and deliver to both Buyer and Seller one signed copy of Escrow Agent’s closing statement showing all receipts and disbursements of the Escrow;

(viii) deliver to each of Seller and Buyer a General Assignment, and deliver to Buyer the FIRPTA Affidavit and the Withholding Affidavit.

If Escrow Agent is unable to simultaneously perform all of the instructions set forth above, Escrow Agent shall notify Buyer and Seller and retain all funds and documents pending receipt of further instructions jointly issued by Buyer and Seller; provided, however, that either

party may exercise any termination right expressly set forth in this Agreement which may then be applicable.

(g) Cost Allocations. Each Party shall pay its own costs and expenses arising in connection with the Closing (including, without limitation, its own attorneys' and advisors' fees, charges, and disbursements), except the following costs (the "**Closing Costs**"), which shall be allocated between the Parties as follows:

(i) Escrow Agent's fees and costs shall be shared equally by Buyer and Seller;

(ii) Seller shall pay or deposit into escrow:

(A) all charges in connection with removing any Disapproved Exceptions which Seller agrees to remove pursuant to this Agreement;

(B) the cost of the Owner's Title Policy attributable to the standard coverage portion shall be paid by Seller;

(C) the cost of any documentary transfer taxes and recording costs, if any, in connection with the recording of the Deed;

(iii) Buyer shall pay all charges in connection with issuance of a ALTA extended policy of Title Insurance in the amount of the Purchase Price and any endorsements or special coverages requested by Buyer that increase the premium beyond standard coverage;

(iv) All other costs or expenses not otherwise provided for in this Agreement shall be apportioned or allocated between Buyer and Seller in the manner customary in San Bernardino County, California.

(v) Real Estate Taxes. All current real property taxes and all payments on general and special bonds and assessments on the Real Property shall be prorated through Escrow between Buyer and Seller as of Closing based upon the latest available tax information, using the customary escrow procedures; provided, however, Buyer is a public agency and intends to claim exemption from ad valorem real property taxes as of and after Closing. Accordingly, Seller shall be responsible for and shall pay (or credit Buyer in escrow for) the portion of any ad valorem real property taxes attributable to the period prior to Closing, and Buyer shall not be charged in escrow for any portion attributable to the period on and after Closing. If any taxes are paid or credited at Closing and a refund, cancellation, or credit is later issued for taxes attributable to the period prior to Closing, such refund, cancellation, or credit shall belong to Seller and Seller may seek reimbursement from the San Bernardino County Tax Assessor's office for any property taxes that have been assessed for such period as Buyer is a public agency exempt from payment of such taxes. The parties shall reasonably cooperate in connection with any exemption, cancellation, or refund request.

(h) Possession. Possession of the Property shall be delivered to Buyer at the Close of Escrow.

12. Damage and Destruction.

(a) If any portion of the Real Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Buyer or any of the Buyer Parties) prior to the Close of Escrow, such that the cost of fully repairing and correcting such damage is less than ten percent (10%) of the Purchase Price, Buyer and Seller shall consummate this Agreement, but the cash portion of the Purchase Price payable at the Close of Escrow shall be reduced by an amount necessary to fully repair or correct any damage to the Real Property.

(b) If any portion of the Real Property is damaged by earthquake, mudslide, fire, release of or exposure to any Hazardous Substances, or any other casualty (other than any damage caused by Buyer or any of the Buyer Parties), prior to the Close of Escrow, such that the cost of fully repairing or correcting such damage equals or exceeds ten percent (10%) of the Purchase Price, Buyer may elect either (i) to terminate this Agreement upon written notice to Seller, in which event neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement, or (ii) to proceed with the purchase of the Property, in which event this Agreement shall remain in full force and effect, and Seller shall pay or assign to Buyer (A) any amount due from (via assignment) or paid by any insurance company or any other party as a result of the damage and (B) the amount of any deductible under Seller's insurance policy, in which event the cost of repairing or correcting such damage not covered by insurance shall not be credited against the cash portion of the Purchase Price and shall not reduce the amount payable at Close of Escrow pursuant to Section 3 hereof.

13. Condemnation.

(a) If any portion of the Property is taken by condemnation or eminent domain by a third party or is the subject of a threatened (in writing) or pending condemnation or eminent domain proceeding by a third party that has not been consummated prior to the Close of Escrow resulting in a decrease in the value of the Property in an amount not exceeding ten percent (10%) of the Purchase Price, Buyer and Seller shall consummate this Agreement without change in the Purchase Price, provided that Seller shall assign to Buyer Seller's rights to all awards for the condemnation or taking.

(b) If any portion of the Property is taken by condemnation or eminent domain by a third party or is the subject of a threatened or pending condemnation or eminent domain proceeding by a third party that has not been consummated prior to the Close of Escrow resulting in a decrease in the value of the Property in an amount equal to or in excess of ten percent (10%) of the Purchase Price, Buyer may elect either to terminate this Agreement upon written notice to Seller and Escrow Agent or to consummate this Agreement, in which event Seller shall assign to Buyer Seller's rights to all awards for the condemnation or taking, and there shall be no adjustment to the Purchase Price. Upon termination, neither party shall have any further obligations under this Agreement except as otherwise provided in this Agreement.

14. Seller's Representations and Warranties. Seller represents and warrants to Buyer that as of the date of this Agreement:

(a) Authority. Seller has full right, power, and authority to sell the Property (including, as applicable, as successor by merger to Lytle Creek Land and Resources, a California corporation, regarding Parcel No. 2 of the Property), to Buyer as provided in this Agreement and to carry out its obligations under this Agreement. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Seller has/have the legal power, right, and actual authority to bind Seller to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Seller in connection with this Agreement shall be, duly authorized, executed, and delivered by Seller and the valid, binding, and enforceable obligations of Seller (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement of Seller or any mortgage, deed of trust, indenture, lease, security agreement, or other instrument, covenant, obligation, or agreement to which Seller or the Property is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Seller or the Property.

(b) Hazardous Substances. To the actual knowledge of Seller, the Real Property: (i) is free from Hazardous Substances in violation of Environmental Laws; and (ii) contains no buried or partially buried storage tanks located on the Real Property. Seller has not used the Real Property for the generation, storage or disposal of any Hazardous Substance and Seller has not spilled, disposed of, or stored Hazardous Substances on, under, or at the Real Property. The Real Property has never been used by Seller as a dump or landfill.

(c) Litigation, Condition, and Investigations. Seller has not received written notice of any pending or threatened litigation, administrative proceeding, or other legal or governmental action with respect to the Property, and Seller has received no written notice alleging that conditions on the Real Property are in violation of any Laws or Environmental Laws, or informing Seller that the Real Property is subject to investigation or inquiry regarding the violation of any Laws or Environmental Laws.

(i) **“Laws”** shall mean all federal, state and local laws, codes, ordinances and regulations, excluding Environmental Laws

(ii) **“Environmental Laws”** means all federal, state, local, or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any government authority regulating, relating to, or imposing liability or standards of conduct concerning any Hazardous Substance (as defined subsequently in this Agreement), or pertaining to occupational health or industrial hygiene (and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property), occupational or environmental conditions on, under, or about the Property, as now in effect, including without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) and the Superfund Amendments and Reauthorization Act of 1986 (SARA) [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 (RCRA) and the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act, also known as the Federal Water Pollution Control Act (FWPCA) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act (TSCA) [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Materials Transportation Act (HMTA) [49 U.S.C.A. §§ 5101 et seq.]; the

Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) [7 U.S.C.A. §§ 136 et seq.]; the Clean Air Act (CAA) [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act (SDWA) [42 U.S.C.A. §§ 300f et seq.]; the Surface Mining Control and Reclamation Act of 1977 (SMCRA) [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA or EPCRTKA) [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act of 1970 (OSHA) [29 U.S.C.A. §§ 651 et seq.]; the California laws regarding the underground storage of hazardous substances [H & S C §§ 25280 et seq.]; the Hazardous Substance Account Act [H & S C §§ 25300 et seq.]; the California laws regarding hazardous waste control [H & S C §§ 25100 et seq.]; the Safe Drinking Water and Toxic Enforcement Act of 1986 [H & S C §§ 25249.5 et seq.]; the Porter-Cologne Water Quality Control Act [Wat C §§ 13000 et seq.], and any amendments of or regulations promulgated under the statutes cited above and any other federal, state, or local law, statute, ordinance, or regulation now in effect that pertains to occupational health or industrial hygiene, and only to the extent that the occupational health or industrial hygiene laws, ordinances, or regulations relate to Hazardous Substances on, under, or about the Property, or the regulation or protection of the environment, including ambient air, soil, soil vapor, groundwater, surface water, or land use.

(d) Leases. Seller has not entered into any unrecorded leases, licenses, or other agreements allowing any third party rights to use or rights of possession in the Property which will be in force after the Closing;

(e) Complete Copies. The Property Documents delivered or otherwise made available by Seller to Buyer are complete copies of such documents, to the extent in Seller's possession.

(f) No Insolvency Proceedings. Seller has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

If Seller determines after the Effective Date and prior to Closing that any of its representations or warranties set forth herein would be inaccurate if repeated as of Closing, Seller shall give written notice of such determination to Buyer within three (3) business days after Seller's determination of such matter. Buyer shall have three (3) business days after receipt of such notice to either terminate this Agreement or to accept such representation, as modified by such new information. In the event that Buyer does not give written notice to Escrow Agent and Seller prior to the expiration of such three (3) business-day period of Buyer's election to terminate this Agreement, Buyer shall be deemed to have accepted such representation as modified by such notice. In no event shall Seller be deemed to be in breach hereunder as a result of such disclosure to Buyer as contemplated above. Further, if any of Seller's representations and warranties become untrue due to affirmative actions taken by Buyer or its agents or consultants after the Effective Date, then such representation and warranty shall be deemed modified as a result of any such affirmative actions. Upon Seller's delivery of any notice under this Section, Closing shall be extended (if necessary) for up to ten (10) business days to permit Seller to provide such notice and Buyer to make its election pursuant to this Section.

As used in this Agreement, “**to Seller’s knowledge**” (or words of similar import) shall mean the actual current knowledge, without the imputation of any constructive knowledge and without any duty of any inquiry or investigation, of Ron Pharris. In no event shall Ron Pharris have any personal liability arising out of any representations, warranties or disclosures made in this Agreement.

15. Buyer’s Representations and Warranties. Buyer represents and warrants to Seller that as of the date of this Agreement:

(a) Authority. Buyer has full right, power, and authority to purchase the Property from Seller as provided in this Agreement and to carry out its obligations under this Agreement. The individual(s) executing this Agreement and the instruments referenced in this Agreement on behalf of Buyer has/have the legal power, right, and actual authority to bind Buyer to the terms hereof and thereof. This Agreement is, and all other instruments, documents and agreements to be executed, and delivered by Buyer in connection with this Agreement shall be, duly authorized, executed, and delivered by Buyer and the valid, binding, and enforceable obligations of Buyer (except as enforcement may be limited by bankruptcy, insolvency, or similar laws) and do not, and as of the Closing Date will not result in any violation of, or conflict with, or constitute a default under, any provisions of any agreement to which Buyer is subject, or any judgment, law, statute, ordinance, writ, decree, order, injunction, rule, ordinance, or governmental regulation or requirement affecting Buyer.

(b) No Insolvency Proceedings. Buyer has not (i) made a general assignment for the benefit of creditors; (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (iii) suffered the appointment of a receiver to take possession of all or substantially all of its assets; (iv) suffered the attachment or other judicial seizure of substantially all of its assets; or (v) admitted in writing its inability to pay its debts as they come due.

16. Survival. All of the representations, warranties, and agreements of Seller and Buyer set forth in this Agreement shall be true upon the Effective Date of this Agreement and shall survive the delivery of the Deed and the Closing for a period of twelve (12) months.

17. Seller’s Covenants. Commencing with the full execution of this Agreement by both parties and until the Close of Escrow:

(a) Seller will not enter into any agreements or undertake any new obligations prior to Close of Escrow which will in any way burden or encumber the Real Property after the Close of Escrow without the prior written consent of Buyer.

(b) Seller shall not affirmatively permit any act of waste or act that would tend to diminish the value of the Property for any reason, except that are caused by ordinary wear and tear.

18. Authority of Parties.

(a) Seller warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Seller; are binding obligations of Seller.

(b) Buyer warrants that this Agreement and all other documents delivered prior to or at the Close of Escrow have been authorized, executed, and delivered by Buyer; and are binding obligations of Buyer.

(c) The parties warrant that the persons executing this Agreement on their behalf are authorized to do so, and on execution of this Agreement, this Agreement shall be valid and enforceable against Buyer or Seller in accordance with this Agreement.

19. Default, Termination and Remedies.

(a) Buyer's Termination. This Agreement shall automatically terminate without further notice or action by Buyer upon the occurrence of any of the following events, provided that Buyer is not then in breach of this Agreement: (i) any condition to Closing set forth in Section 6 has not been satisfied or waived by Buyer by the Closing Date; or (ii) Buyer has exercised a termination right expressly granted to Buyer under Section 5(d) (Feasibility), Section 9 (Title), Section 12 (Damage and Destruction), or Section 13 (Condemnation). In such event, the parties shall have no further obligation to each other except for those obligations that specifically survive the termination of this Agreement.

(b) Seller's Default. IF THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED DUE TO SELLER'S DEFAULT HEREUNDER (WHICH SHALL MEAN SELLER'S FAILURE TO CLOSE AFTER ALL CONDITIONS TO SELLER'S OBLIGATION TO CLOSE HAVE BEEN SATISFIED OR WAIVED IN WRITING BY SELLER, AND SHALL NOT INCLUDE SELLER'S LAWFUL TERMINATION PURSUANT TO THIS AGREEMENT OR ANY FAILURE TO CLOSE CAUSED BY BUYER'S DEFAULT), BUYER SHALL BE ENTITLED, AS ITS SOLE AND EXCLUSIVE REMEDIES FOR SUCH FAILURE TO CONSUMMATE THE SALE OF THE PROPERTY, TO:

(i) PRESUMING THAT SELLER IS WILLING TO CLOSE BASED ON SUCH WAIVER, WAIVE THE SELLER DEFAULT AND ELECT TO PROCEED TO CLOSING;

(ii) TERMINATE THIS AGREEMENT AND RECEIVE THE RETURN OF THE DEPOSIT, TOGETHER WITH THE RETURN OF THE CLOSING PAYMENT (IF PREVIOUSLY MADE), AND REIMBURSEMENT FOR THE ACTUAL THIRD PARTY OUT-OF-POCKET COSTS INCURRED BY BUYER IN CONNECTION WITH THIS TRANSACTION AND THE PROPERTY UP TO, BUT NOT IN EXCESS OF, SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) (WHICH RETURN AND REIMBURSEMENT SHALL OPERATE TO TERMINATE THIS AGREEMENT AND RELEASE SELLER FROM ANY AND ALL LIABILITY HEREUNDER, EXCEPT FOR THOSE OBLIGATIONS WHICH EXPRESSLY SURVIVE THE TERMINATION OF THIS

AGREEMENT AND EXCLUDING ATTORNEYS' FEES AND COSTS RECOVERABLE PURSUANT TO THE ATTORNEYS' FEES PROVISION OF THIS AGREEMENT); OR

(iii) SUBJECT TO THE LAST THREE (3) SENTENCES OF THIS PARAGRAPH, TO BRING AN ACTION FOR SPECIFIC PERFORMANCE OF THIS AGREEMENT. IF BUYER ELECTS TO TERMINATE THIS AGREEMENT, THEN IN ADDITION TO THE REIMBURSEMENTS IDENTIFIED IN (ii) ABOVE, SELLER SHALL PAY ALL TITLE AND ESCROW CANCELLATION CHARGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS SECTION 19(b) LIMIT THE RECOVERY OF ATTORNEYS' FEES AND COSTS AS PROVIDED IN THIS AGREEMENT. FURTHER IF ESCROW FAILS TO CLOSE DUE TO SELLER'S DEFAULT UNDER THIS AGREEMENT, BUYER SHALL HAVE NO RIGHT TO SEEK LOST PROFITS OR CONSEQUENTIAL DAMAGES OR INDIRECT DAMAGES OR PUNITIVE DAMAGES OF ANY SUM. EXCEPT FOR THOSE REMEDIES EXPRESSLY SET FORTH HEREIN IN THE CASE WHERE ESCROW FAILS TO CLOSE AS A RESULT OF SELLER'S DEFAULT UNDER THIS AGREEMENT, BUYER HEREBY WAIVES AND RELINQUISHES ALL OTHER CLAIMS AND RIGHTS FOR DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ABOVE, AS A CONDITION TO BUYER FILING AN ACTION FOR SPECIFIC PERFORMANCE OR OTHER EQUITABLE REMEDIES, BUYER MUST FILE THE LAWSUIT FOR SPECIFIC PERFORMANCE OR OTHER EQUITABLE REMEDIES NO LATER THAN SIXTY (60) DAYS AFTER THE SCHEDULED CLOSING DATE (WITHOUT SUCH CLAIMED DEFAULT BY SELLER), AND IF BUYER FAILS TO DO SO, BUYER SHALL BE DEEMED TO HAVE WAIVED ITS RIGHTS TO PURSUE SPECIFIC PERFORMANCE OR TO PURSUE OTHER EQUITABLE REMEDIES. IF SELLER PREVAILS IN SUCH LAWSUIT FOR SPECIFIC PERFORMANCE OR OTHER EQUITABLE REMEDIES AND THERE ARE NO REMAINING APPLICABLE APPEAL PERIODS (OR BUYER FAILS TO FILE AN APPEAL WITHIN ANY APPLICABLE APPEAL PERIOD), THEN, IN ADDITION TO THE PROVISIONS OF SECTION 19(c) BELOW, BUYER SHALL PAY TO SELLER AN AMOUNT EQUAL TO THE EQUIVALENT OF INTEREST ON THE UNPAID PURCHASE PRICE (AFTER CREDIT FOR THE DEPOSIT) COMPUTED AT THE RATE OF FIVE PERCENT (5%) PER ANNUM FROM THE EARLIER OF THE DATE THAT THE CLOSING WAS SCHEDULED TO OCCUR HEREUNDER OR THE DATE SUCH LAWSUIT IS FILED AND CONTINUING THROUGH THE DATE THAT SELLER PREVAILS IN SUCH LAWSUIT (AS PROVIDED ABOVE IN THIS PARAGRAPH) AND BUYER PAYS SUCH INTEREST AMOUNT TO SELLER, AND SUCH SUM SHALL BE PAID BY BUYER TO SELLER WITHIN THIRTY (30) DAYS AFTER THE TERMINATION OF SUCH LAWSUIT AS COMPENSATION FOR THE CONTINUED CARRYING COSTS AND OTHER EXPENSES INCURRED BY SELLER DURING THE PENDENCY OF SUCH LAWSUIT OR PROCEEDING. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT AND MAY BE INTRODUCED INTO EVIDENCE WITH THE APPLICABLE COURT OR WITH ANY REFEREE OR ARBITRATOR.

(iv) BY THEIR SEPARATELY INITIALING THIS SECTION 19(b) BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PROVISION COVERING BUYER'S REMEDIES, AND THAT EACH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL

REGARDING THE CONSEQUENCES OF THIS PROVISION. NOTWITHSTANDING THE FOREGOING, IN THE EVENT OF A WILLFUL OR INTENTIONAL DEFAULT OF SELLER HEREUNDER, AND PROVIDED SPECIFIC PERFORMANCE IS NOT AN AVAILABLE REMEDY THEREFOR DUE TO SELLER HAVING CONVEYED THE PROPERTY TO A THIRD PARTY PRIOR TO THE EXPIRATION OF THE ABOVE-REFERENCED SIXTY (60) DAY PERIOD, BUYER SHALL, IN ADDITION TO THE FOREGOING, BE PERMITTED TO PURSUE ANY AND ALL RIGHTS AND REMEDIES AVAILABLE TO BUYER AT LAW OR IN EQUITY.

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BUYER'S INITIALS

SELLER'S INITIALS

(c) LIQUIDATED DAMAGES. IF THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER IS NOT CONSUMMATED DUE TO BUYER'S DEFAULT (WHICH SHALL MEAN BUYER'S FAILURE TO CLOSE AFTER ALL CONDITIONS TO BUYER'S OBLIGATION TO CLOSE HAVE BEEN SATISFIED OR WAIVED IN WRITING BY BUYER, AND SHALL NOT INCLUDE BUYER'S LAWFUL TERMINATION PURSUANT TO THIS AGREEMENT OR ANY FAILURE TO CLOSE CAUSED BY SELLER'S DEFAULT), THEN THE DEPOSIT SHALL BE DELIVERED BY ESCROW HOLDER TO SELLER AS LIQUIDATED DAMAGES. THE PARTIES ACKNOWLEDGE THAT SELLER'S ACTUAL DAMAGES IN THE EVENT THAT THE SALE IS NOT SO CONSUMMATED WOULD BE EXTREMELY DIFFICULT OR IMPRACTICABLE TO DETERMINE. THEREFORE, BY SEPARATELY EXECUTING THIS SECTION 19(c) BELOW, THE PARTIES ACKNOWLEDGE THAT THE DEPOSIT HAS BEEN AGREED UPON, AFTER NEGOTIATION, AS THE PARTIES' REASONABLE ESTIMATE OF SELLER'S DAMAGES AND NOT A PENALTY, AND SHALL BE SELLER'S SOLE AND EXCLUSIVE REMEDY AGAINST BUYER ARISING FROM A FAILURE OF THE SALE OF THE PROPERTY TO CLOSE DUE TO BUYER'S DEFAULT AND SELLER SHALL HAVE NO RIGHT TO RECOVER ANY ADDITIONAL DAMAGES FOR SUCH DEFAULT. SELLER WAIVES ANY RIGHT TO SPECIFICALLY ENFORCE BUYER'S OBLIGATION TO PURCHASE THE PROPERTY (INCLUDING WITHOUT LIMITATION THE PROVISIONS OF CIVIL CODE SECTIONS 1680 AND 3389). IN ADDITION, BUYER SHALL PAY ALL TITLE, SURVEY AND ESCROW CANCELLATION CHARGES. NOTWITHSTANDING THE FOREGOING, IN NO EVENT SHALL THIS SECTION 19(c) LIMIT (I) THE DAMAGES RECOVERABLE BY SELLER AGAINST BUYER DUE TO BUYER'S OBLIGATION TO INDEMNIFY SELLER IN ACCORDANCE WITH THIS AGREEMENT, OR OTHERWISE RESULTING FROM A MATTER OTHER THAN A FAILURE OF THE SALE OF THE PROPERTY AS CONTEMPLATED HEREUNDER DUE TO BUYER'S DEFAULT, (II) THE RECOVERY OF ATTORNEYS' FEES AND COSTS AS PROVIDED IN THIS AGREEMENT, OR (III) BUYER'S OBLIGATION TO REIMBURSE SELLER FOR THE SURVEY COSTS PURSUANT TO SECTION 5(b) ABOVE. BY THEIR SEPARATELY EXECUTING THIS SECTION 19(c) BELOW, BUYER AND SELLER ACKNOWLEDGE THAT THEY HAVE READ AND UNDERSTOOD THE ABOVE PROVISION COVERING LIQUIDATED DAMAGES, AND THAT EACH PARTY HAS HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL REGARDING THE CONSEQUENCES OF THIS LIQUIDATED DAMAGES PROVISION.

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BUYER'S INITIALS

SELLER'S INITIALS

(d) Release from Escrow. Upon termination of this Agreement, except as otherwise provided above in this Section 19, Escrow Holder shall promptly return to Buyer and Seller, respectively, all documents and monies deposited by them into escrow without prejudice to their rights and remedies hereunder.

(e) Waiver of Specific Performance. EXCEPT UNDER THE LIMITED CIRCUMSTANCES PERMITTED IN SECTION 19(b) ABOVE, SELLER AND BUYER EACH HEREBY WAIVES THE RIGHT TO MAINTAIN AN ACTION FOR SPECIFIC PERFORMANCE OF BUYER'S OBLIGATION TO PURCHASE THE PROPERTY AND SELLER'S OBLIGATION TO SELL THE PROPERTY, AND EACH PARTY AGREES THAT THE REMEDIES PROVIDED IN SECTION 19 ARE SUFFICIENT IF THE CLOSING FAILS TO OCCUR DUE TO A DEFAULT BY THE OTHER PARTY. EACH PARTY ACKNOWLEDGES THAT THE PROVISIONS OF THIS PARAGRAPH ARE A MATERIAL PART OF THE CONSIDERATION BEING GIVEN TO THE OTHER PARTY FOR ENTERING INTO THIS AGREEMENT AND THAT NEITHER PARTY WOULD BE UNWILLING TO ENTER INTO THIS AGREEMENT IN THE ABSENCE OF THE PROVISIONS OF THIS PARAGRAPH.

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SELLER'S INITIALS

BUYER'S INITIALS

20. Intentionally Omitted.

21. Brokers. Buyer and Seller each represent and warrant to the other that it has not engaged or dealt with any real estate broker, finder, or agent in connection with this transaction, other than Seller's broker, Province West (Daniel McDonough). Each party agrees to indemnify, defend, protect, and hold harmless the other party from and against any and all claims, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of any breach of the foregoing representation by the indemnifying party, and Seller shall be solely responsible for the payment of any commission owing to Province West based on Seller's separate agreement with Province West. The provisions of this Section shall survive the Closing or earlier termination of this Agreement.

22. Assignment. Buyer shall have the right to assign this Agreement to a governmental agency, subject to complying with the provisions of this Section. Except as permitted by the immediately preceding sentence, Buyer shall not assign its rights or interests hereunder without Seller's prior written consent, which consent may be withheld by Seller in its sole discretion. If Buyer desires to assign its rights hereunder, (a) Buyer shall send Seller written notice of its request (or if consent is not required, of its decision to assign) at least five (5) business days prior to Closing, which request or notice shall include the legal name and structure of the proposed assignee, as well as any other information that Seller may reasonably request, (b) the assignor and the assignee shall execute and deliver to Seller prior to Closing an assignment and assumption of this Agreement in form and substance reasonably satisfactory to Seller, and (c) in no event shall

any assignment of this Agreement release or discharge Buyer from any liability or obligation hereunder. Any attempted assignment made in violation of this Section shall be null and void and shall constitute a default hereunder.

23. Attorney Fees. In any action to enforce the terms of this Agreement, the Prevailing Party shall be entitled to recover from the nonprevailing party all reasonable attorneys' fees and costs. "**Prevailing Party**" shall include without limitation a party who dismisses an action in exchange for sums allegedly due; the party who receives performance from the other party for an alleged breach of contract or a desired remedy where the performance is substantially equal to the relief sought in an action; or the party determined to be the prevailing party by a court of law.

24. Notices. As used in this Agreement, notice includes but is not limited to, the communication of any notice, request, demand, approval, statement, report, acceptance, consent, waiver and appointment. All notices must be in writing. Notice is given either (i) when delivered in person to the person or company intended named below, (ii) the following business day when sent via reputable overnight courier (such as Federal Express), or (iii) upon confirmation of the receiving party when sent via email or PDF transmission and accompanied by one of the methods in (i) and (ii) above, sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith:

To Buyer: West Valley Water District
855 W. Base Line Road
Rialto, CA 92376
Attn: General Manager and Linda Jadeski
Email: ljadeski@wvwd.org

With Copy to:

Best Best & Krieger
Attn: Jeff Ferre
3390 University Ave., 5th Floor Riverside,
CA 92501
Email: jeff.ferre@bbklaw.com

To Seller: c/o Lytle Development, LLC
2050 Main Street Suite 250
Irvine, CA 92614
Attn: Ron Pharris
Email: ronpharris@lytlede.com

With Copy to:

The Wolfson Law Firm
11430 Strand Drive, #111
North Bethesda, MD 20852
Attn: Ken Wolfson
Email: kwolfson@thewolfsonlawfirm.com

A defect in sending a courtesy copy is not a defect in notice.

25. Entire Agreement. This Agreement and the documents referenced herein contain the entire agreement between the parties to this Agreement and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors in interest.

26. Further Assurances. Each party agrees that it will execute and deliver such other commercially reasonable documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate the transaction contemplated by this Agreement; provided that the foregoing shall not be deemed to require either party to assume or agree to any additional liabilities or expenses.

27. Severability. If any term or provision of this Agreement shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement shall not be affected.

28. Waivers. A waiver or breach of covenant or provision in this Agreement shall not be deemed a waiver of any other covenant or provision in this Agreement, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

29. Construction. The Section headings and captions of this Agreement are, and the arrangement of this instrument is, for the sole convenience of the parties to this Agreement. The Section headings, captions, and arrangement of this instrument do not in any way affect, limit, amplify, or modify the terms and provisions of this Agreement. The singular form shall include plural, and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to Sections are to this Agreement. All exhibits referred to in this Agreement are attached to it and incorporated in it by this reference.

30. Email PDF Signatures. In order to expedite the transaction contemplated herein, signatures sent in a pdf document via email may be used in place of original signatures on this Agreement or any document delivered pursuant hereto (except for documents that are to be recorded in the Official Records of San Bernardino County, California or original signatures otherwise required by Escrow/Title). Seller and Buyer intend to be bound by the signatures on the pdf document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature. Except as otherwise expressly set forth in this Section, Buyer and Seller agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this Agreement, any amendment hereto, or the Approval Notice. The Parties acknowledge and agree that execution of the Approval Notice by an authorized officer and execution of this Agreement or any amendment hereto by an authorized officer for the purpose of corporate approval may be accomplished by electronic signature utilizing DocuSign or any similar technology.

31. Counterparts. This Agreement may be executed in one or more counterparts. Each shall be deemed an original and all, taken together, shall constitute one and the same instrument.

32. No Obligations to Third Parties. Except as otherwise expressly provided herein, the execution and delivery of this Agreement shall not be deemed to confer any rights upon, nor obligate any of the parties hereto, to any person or entity other than the parties hereto.

33. Amendment to this Agreement. The terms of this Agreement may not be modified or amended except by an instrument in writing executed by each of the parties hereto.

34. Time of the Essence. Time is of the essence in this Agreement. If Buyer does not deliver this Agreement to Seller, fully executed by Buyer, on or before March 24, 2026, then Seller's execution and delivery of this Agreement shall be deemed null and void and Seller shall not be bound by this Agreement.

35. Successors. Subject to Section 22 above, this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective heirs, successors, and assigns.

36. Governing Law and Venue. This Agreement and any dispute arising hereunder shall be governed by California law. Each party hereby consents to the exclusive jurisdiction of the state and federal courts sitting in the County of San Bernardino, State of California, in any action on a claim arising out of, under or in connection with this Agreement or the transactions contemplated by this Agreement. Each party hereby consents to service of process via mail or overnight courier to the address specified in Section 24 or by any other method permitted under California law.

37. Confidentiality and Publicity. Buyer is a public entity and as such, this Agreement, is subject to presentation for approval at Buyer's District Board at a duly called and agendized public meeting, shall be subject to the Public Records Act and the Freedom of Information Act. No press release or other public disclosure may be made by Seller or any of its agents regarding Buyer's intent for this Property or this transaction without the prior consent of Buyer.

38. Disclaimers and Waivers.

(a) Disclaimers. During the Feasibility Period, Buyer is being given the opportunity to conduct such investigation of the Property as it sees fit, including without limitation, review of title to the Real Property as shown on, among other things, the Preliminary Report. Except as to any covenants, representations or warranties expressly set forth in this Agreement or in any document executed by Seller at Closing, Seller makes no representation or warranty whatsoever as to the condition or suitability of the Property. Except as otherwise provided in this Agreement and in any document executed by Seller at Closing, Buyer is relying upon its own inspection, investigation and analyses of the Property in purchasing the Property and Buyer is not relying in any way upon any representations, statements, agreements, warranties, studies, reports, descriptions, guidelines or other information or material furnished by Seller or its consultants or advisors, whether oral or written, express or implied, of any nature whatsoever regarding any of the foregoing matters, except as to any representations or warranties expressly set forth in this Agreement. **AS AN ESSENTIAL INDUCEMENT TO SELLER TO ENTER INTO THIS**

AGREEMENT, BUYER ACKNOWLEDGES, UNDERSTANDS, AGREES AND REPRESENTS AS OF THE AGREEMENT DATE AND AS OF THE CLOSING DATE AS FOLLOWS:

(i) **AS-IS, WHERE-IS.** EXCEPT AS MAY BE OTHERWISE EXPRESSLY PROVIDED HEREIN OR IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING, THE SALE OF THE PROPERTY HEREUNDER IS AND WILL BE MADE ON AN “AS IS, WHERE IS” BASIS, WITH ALL FAULTS, AND SELLER HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE OF, AS TO, CONCERNING OR WITH RESPECT TO THE PROPERTY OR ANY OTHER MATTER WHATSOEVER.

(ii) **SOPHISTICATION OF BUYER.** BUYER IS A SOPHISTICATED BUYER WHO IS FAMILIAR WITH THE OWNERSHIP AND OPERATION OF REAL ESTATE PROJECTS SIMILAR TO THE PROPERTY AND BUYER HAS HAD, AND PRIOR TO CLOSING WILL HAVE, ADEQUATE OPPORTUNITY TO COMPLETE ALL PHYSICAL, ENVIRONMENTAL, ENGINEERING, SOILS, ECONOMIC AND FINANCIAL EXAMINATIONS RELATING TO THE ACQUISITION OF THE PROPERTY HEREUNDER IT DEEMS NECESSARY, AND WILL ACQUIRE THE SAME ON THE BASIS OF AND IN RELIANCE UPON SUCH EXAMINATIONS AND THE TITLE INSURANCE PROTECTION AFFORDED BY THE TITLE POLICY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY SELLER, EXCEPT AS TO ANY COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENT EXECUTED BY SELLER IN CONNECTION WITH CLOSING.

(iii) **DUE DILIGENCE MATERIALS.** ANY INFORMATION PROVIDED WITH RESPECT TO THE PROPERTY IS SOLELY FOR BUYER’S CONVENIENCE AND WAS OBTAINED FROM A VARIETY OF SOURCES. SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO (AND EXPRESSLY DISCLAIMS ALL) REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. SELLER SHALL NOT BE LIABLE FOR ANY MISTAKES, OMISSIONS, OR ANY FAILURE TO INVESTIGATE THE PROPERTY NOR SHALL SELLER BE BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS, APPRAISALS, ENVIRONMENTAL ASSESSMENT REPORTS, OR OTHER INFORMATION PERTAINING TO THE PROPERTY OR THE OPERATION THEREOF, FURNISHED BY SELLER, OR BY ANY OTHER PERSON.

(iv) **BUYER’S RELEASE OF SELLER.** BUYER REPRESENTS TO SELLER AND ACKNOWLEDGES THAT BUYER HAS HAD THE OPPORTUNITY TO, OR IS BEING PROVIDED BY THIS AGREEMENT THE OPPORTUNITY TO, CONDUCT SUCH INVESTIGATIONS OF THE PROPERTY, INCLUDING BUT NOT LIMITED TO, THE PHYSICAL AND ENVIRONMENTAL CONDITIONS THEREOF,

AS BUYER DEEMS NECESSARY OR DESIRABLE TO SATISFY ITSELF AS TO THE CONDITION OF THE PROPERTY AND THE EXISTENCE OR NONEXISTENCE OR CURATIVE ACTION TO BE TAKEN WITH RESPECT TO ANY HAZARDOUS OR TOXIC SUBSTANCES ON OR DISCHARGED FROM THE REAL PROPERTY, AND WILL RELY UPON ITS INVESTIGATIONS OF THE PROPERTY AND NOT UPON ANY INFORMATION PROVIDED BY OR ON BEHALF OF SELLER OR ITS AGENTS OR EMPLOYEES WITH RESPECT THERETO, EXCEPT AS TO ANY COVENANTS, REPRESENTATIONS OR WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT AND IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING. SUBJECT TO AND EFFECTIVE AT CLOSING, BUYER SHALL ASSUME THE RISK THAT ADVERSE MATTERS AFFECTING THE PROPERTY, INCLUDING BUT NOT LIMITED TO, CONSTRUCTION DEFECTS AND ADVERSE PHYSICAL AND ENVIRONMENTAL CONDITIONS, MAY NOT HAVE BEEN REVEALED BY BUYER'S INVESTIGATIONS, AND BUYER, SUBJECT TO AND EFFECTIVE UPON CLOSING, SHALL BE DEEMED TO HAVE WAIVED, RELINQUISHED AND RELEASED SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES AND AGENTS) FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH BUYER MIGHT HAVE ASSERTED OR ALLEGED AGAINST SELLER (AND SELLER'S OFFICERS, DIRECTORS, MEMBERS, PARTNERS, SHAREHOLDERS, EMPLOYEES AND AGENTS) AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT CONSTRUCTION DEFECTS OR PHYSICAL CONDITIONS, VIOLATIONS OF ANY APPLICABLE LAWS AND ANY AND ALL OTHER ACTS, OMISSIONS, EVENTS, CIRCUMSTANCES OR MATTERS REGARDING THE PROPERTY, EXCEPT AS EXPRESSLY SET FORTH OTHERWISE IN THIS AGREEMENT AND IN ANY DOCUMENT EXECUTED BY SELLER AT CLOSING.

IN CONNECTION THEREWITH, SUBJECT TO AND EFFECTIVE AT CLOSING, SOLELY AS TO CLAIMS EXPRESSLY RELEASED UNDER THIS SECTION, BUYER EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES THAT:

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

**_____
INITIALS OF BUYER**

Notwithstanding anything to the contrary, nothing in this Section shall waive or limit Seller's liability for Seller's fraud, intentional misrepresentation, or willful misconduct, or for breach of any covenants, representations, warranties, or indemnities expressly set forth in this Agreement or in any document executed and delivered by Seller at Closing.

IN WITNESS WHEREOF, Buyer and Seller have executed this Agreement to be effective on and as of the Effective Date set forth in the preamble to this Agreement.

<p>Buyer:</p> <p>WEST VALLEY WATER DISTRICT, a California Municipal Water District</p> <p>By: _____ John Thiel General Manager</p>	<p>SELLER:</p> <p>LYTLE DEVELOPMENT COMPANY, California corporation</p> <p><small>DocuSigned by:</small> <i>Ron Pharris</i></p> <p>B. _____ <small>84CD3D3E8E45404...</small> Ronald W. Pharris Chairman</p>
---	---

ACKNOWLEDGMENT

Escrow Holder executes this Agreement below for the purpose of acknowledging that it agrees to be bound by the provisions hereof, and confirms that Escrow is opened as of _____, 2026.

ESCROW HOLDER:

FIRST AMERICAN TITLE INSURANCE
COMPANY

By: _____
Jeanne Gould, Escrow Officer

EXHIBIT A
LEGAL DESCRIPTION

Parcel No. 1: (APN: 0264-012-58-0-000)

Those portions of Farm Lot 65 according to map showing subdivision of land belonging to the SEMITROPIC LAND AND WATER COMPANY, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in [Book 6 of Maps, Page 12](#), records of said County, is more particularly described as follows:

Beginning at a point in the center line of Riverside Avenue as now constituted, 70 feet in width which point is 347.81 feet Northwest of the intersection of said center line and the Northeasterly prolongation of the Southeasterly line of said Lot 65; thence South 36°35'30" West 475.40 feet to the Point of Beginning; thence South 36°35'30" West along the centerline of Linden Avenue, 475 feet to a point in the Southwesterly line of said Lot 65; thence South 54°14'30" East along said Southwesterly line, 361.49 feet to the Southerly corner of said Lot 65; thence North 35°46'00" East along the Southeasterly line of said Lot 65, 475 feet; thence North 54°14'30" West 354.35 feet to the Point of Beginning.

Also, beginning at the intersection of the center line of Riverside Avenue as now constituted 70 feet in width, and the Northeasterly prolongation of the Southeasterly line of said Lot 65; thence North 54°14'30" West along said center line, 347.81 feet; thence South 36°35'30" West along the center line of Linden Avenue 475.40 feet; thence South 54°14'30" East 354.35 feet to a point in the Southeasterly line of said Lot 65; thence North 35°46'00" East along said Southeasterly line 475.30 feet to the Point of Beginning.

Note: By Order of the Board of Supervisors of San Bernardino County, recorded in Book "D", Page 309, in the Office of the County Surveyor, the Easterly 80 feet of Riverside Avenue has been vacated, reducing the width of said avenue to 70 feet.

Excepting therefrom all those conditions, stipulations and reservations as set forth in documents recorded May 5, 1925 in [Book 875 of Deeds, Page 472](#), recorded January 10, 1925 in [Book 877 of Deeds, Page 316](#) and recorded June 28, 1935 in [Book 1067, Page 336](#), Official Records, upon the surface of said land and to a depth of 100 feet from said surface, without, however, the right to enter upon said land or the first 100 feet beneath the surface thereof in the exercise of said conditions, stipulations and reservations below a depth of 100 feet from the surface of said land by Quitclaim Deed recorded May 18, 2004, Instrument No. [20040346798](#), Official Records.

Also excepting therefrom that portion of land conveyed to West Valley Water District, a county water district, in Grant Deed recorded November 24, 2015 as Instrument No. [2015-0514447](#) of Official Records.
Parcel No. 2: (APN: 0264-012-48-0-000)

Parcel No. 2A:

That portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Base and Meridian, in the City of Rialto, County of San Bernardino, State of California, according to government survey thereof, on file in the District Land Office, described as follows:

Beginning at the Southwesterly corner of said Government Lot 1; thence North 0 deg. 48' West along the West line thereof, 330 feet to the Point of Beginning; thence North 0 deg. 48' West along said West line, being the center line of Linden Avenue, 330 feet; thence North 89 deg. 04' East, 768.45 feet to a point in the Northeasterly line of said Government Lot 1; thence South 54 deg. 14 1/2' East along said

Northeasterly line, 552.30 feet to a point from which the Easterly corner of said lot bears South 54 deg. 14 1/2' East, 552.31 feet; thence South 89 deg. 04' West, 1212.12 feet to the Point of Beginning.

Excepting therefrom that portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Meridian, according to government survey, described as:

Beginning at the most Northerly corner of said Lot 1; thence South 54 deg. 14 1/2' East along the Northeasterly line of said lot, 435.67 feet to the true Point of Beginning; thence continuing along said Northeasterly line South 54 deg. 14 1/2' East, 1073.24 feet to a point in a line parallel with and distant North 0 deg. 48' West, 330 feet from the Southerly line of said Lot 1; thence Westerly along said parallel line to a line parallel with and distant Easterly 350 feet measured at right angles from the center line of Linden Avenue; thence North 0 deg. 48' West, 641.98 feet, more or less, to the true Point of Beginning.

Parcel No. 2B:

That portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Base and Meridian, in the City of Rialto, County of San Bernardino, State of California, according to government survey thereof, on file in the District Land Office, described as follows:

Beginning at the Northerly corner of said Government Lot 1; thence South 0 deg. 48' East along the West line of said lot, being the center line of Linden Avenue, 571.51 feet to a point 660 feet North of the Southwest corner of said Lot 1; thence North 89 deg. 04' East, 768.45 feet to a point in the Northeasterly line of said Government Lot 1; thence North 54 deg. 14 1/2' West along said Northeasterly line, 956.61 feet to the Point of Beginning.

Excepting therefrom that portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Meridian, according to government survey, described as:

Beginning at the most Northerly corner of said Lot 1; thence South 54 deg. 14 1/2' East along the Northeasterly line of said lot, 435.67 feet to the true Point of Beginning; thence continuing along said Northeasterly line South 54 deg. 14 1/2' East, 1073.24 feet to a point in a line parallel with and distant North 0 deg. 48' West, 330 feet from the Southerly line of said Lot 1; thence Westerly along said parallel line to a line parallel with and distant Easterly 350 feet measured at right angles from the center line of Linden Avenue; thence North 0 deg. 48' West, 641.98 feet, more or less, to the true Point of Beginning.

EXHIBIT B
Grant Deed

Recorded at request of and return to:

West Valley Water District
855 W. Base Line Road
Rialto, CA 92376
Attn: General Manager
Phone: (909)875-1804

This instrument is for the benefit of the West Valley Water District, and is entitled to be recorded without fee. (Govt. Code 27383)

(Space above this line reserved for Recorder's use)

APN: 0264-012-58; 0264-012-48

GRANT DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, LYTLE DEVELOPMENT COMPANY, a California corporation ("**Grantor**") hereby GRANTS to WEST VALLEY WATER DISTRICT, a California Municipal Water District ("**Grantee**"), the real property in the County of San Bernardino, State of California, described as:

See Exhibit "A" attached hereto and made a part hereof

SUBJECT TO:

1. Current real property taxes and all unpaid general and special bonds or assessments.
2. All other covenants, conditions, restrictions, reservations, rights, rights-of-way and easements of record or visible from an inspection of the property or which an accurate survey of the property would disclose.

IN WITNESS WHEREOF, Grantor has executed this Grant Deed as of the ___th day of _____, 2026.

LYTLE DEVELOPMENT COMPANY, California corporation

By: [exhibit only-do not execute] _____
Ronald W. Pharris
Chairman

**Exhibit A to Grant Deed
Legal Description**

Parcel No. 1: (APN: 0264-012-58-0-000)

Those portions of Farm Lot 65 according to map showing subdivision of land belonging to the SEMITROPIC LAND AND WATER COMPANY, in the City of Rialto, County of San Bernardino, State of California, as per plat recorded in Book 6 of Maps, Page 12, records of said County, is more particularly described as follows:

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Also, beginning at the intersection of the center line of Riverside Avenue as now constituted 70 feet in width, and the Northeasterly prolongation of the Southeasterly line of said Lot 65; thence North 54°14'30" West along said center line, 347.81 feet; thence South 36°35'30" West along the center line of Linden Avenue 475.40 feet; thence South 54°14'30" East 354.35 feet to a point in the Southeasterly line of said Lot 65; thence North 35°46'00" East along said Southeasterly line 475.30 feet to the Point of Beginning.

Note: By Order of the Board of Supervisors of San Bernardino County, recorded in Book "D", Page 309, in the Office of the County Surveyor, the Easterly 80 feet of Riverside Avenue has been vacated, reducing the width of said avenue to 70 feet.

Excepting therefrom all those conditions, stipulations and reservations as set forth in documents recorded May 5, 1925 in Book 875 of Deeds, Page 472, recorded January 10, 1925 in Book 877 of Deeds, Page 316 and recorded June 28, 1935 in Book 1067, Page 336, Official Records, upon the surface of said land and to a depth of 100 feet from said surface, without, however, the right to enter upon said land or the first 100 feet beneath the surface thereof in the exercise of said conditions, stipulations and reservations below a depth of 100 feet from the surface of said land by Quitclaim Deed recorded May 18, 2004, Instrument No. 20040346798, Official Records.

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Excepting therefrom that portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Meridian, according to government survey, described as:

Beginning at the most Northerly corner of said Lot 1; thence South 54 deg. 14 1/2' East along the Northeasterly line of said lot, 435.67 feet to the true Point of Beginning; thence continuing along said Northeasterly line South 54 deg. 14 1/2' East, 1073.24 feet to a point in a line parallel with and distant North 0 deg. 48' West, 330 feet from the Southerly line of said Lot 1; thence Westerly along said parallel line to a line parallel with and distant Easterly 350 feet measured at right angles from the center line of Linden Avenue; thence North 0 deg. 48' West, 641.98 feet, more or less, to the true Point of Beginning.

Parcel No. 2B:

That portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Base and Meridian, in the City of Rialto, County of San Bernardino, State of California, according to government survey thereof, on file in the District Land Office, described as follows:

Beginning at the Northerly corner of said Government Lot 1; thence South 0 deg. 48' East along the West line of said lot, being the center line of Linden Avenue, 571.51 feet to a point 660 feet North of the Southwest corner of said Lot 1; thence North 89 deg. 04' East, 768.45 feet to a point in the Northeasterly line of said Government Lot 1; thence North 54 deg. 14 1/2' West along said Northeasterly line, 956.61 feet to the Point of Beginning.

Excepting therefrom that portion of Government Lot 1, Section 22, Township 1 North, Range 5 West, San Bernardino Meridian, according to government survey, described as:

Beginning at the most Northerly corner of said Lot 1; thence South 54 deg. 14 1/2' East along the Northeasterly line of said lot, 435.67 feet to the true Point of Beginning; thence continuing along said Northeasterly line South 54 deg. 14 1/2' East, 1073.24 feet to a point in a line parallel with and distant North 0 deg. 48' West, 330 feet from the Southerly line of said Lot 1; thence Westerly along said parallel line to a line parallel with and distant Easterly 350 feet measured at right angles from the center line of Linden Avenue; thence North 0 deg. 48' West, 641.98 feet, more or less, to the true Point of Beginning.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA)
COUNTY OF _____)

On _____, 20__ before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: _____ (seal)

CERTIFICATE OF ACCEPTANCE

This is to certify that the real property conveyed by **LYTLE DEVELOPMENT COMPANY**, a California corporation, on the Grant Deed dated _____, 2026 to the **WEST VALLEY WATER DISTRICT** (Grantee), is hereby accepted by the undersigned officer on behalf of the Grantee, pursuant to authority conferred by the Board of Directors, and the Grantee consents to recordation thereof by its duly authorized officer.

Dated: _____, 2026

WEST VALLEY WATER DISTRICT,
a California Municipal Water District

By: [exhibit only-do not execute]
John Thiel
General Manager

EXHIBIT C

General Assignment

This Assignment (the “**Assignment**”) is dated for reference purposes only as of _____, 2026, by LYTLE DEVELOPMENT COMPANY, a California corporation (“**Assignor**”).

FOR VALUABLE CONSIDERATION, as set forth in that certain AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY WITH ESCROW INSTRUCTIONS dated March _____, 2026 (the “**Agreement**”), Assignor hereby assigns and transfers to the WEST VALLEY WATER DISTRICT, a California Municipal Water District (“**Assignee**”), all of Assignor’s right, title and interest to (i) all improvements presently or hereafter existing on the Real Property (as defined in the Agreement), (ii) all water rights relating to the Real Property, (iii) all mineral rights relating to the Real Property, and (iv) all plans and specifications relating to the present or planned construction of improvements on the Real Property, including all governmental permits or licenses, entitlements, or other intangible property (if any) now owned by Seller in connection with the development, operation, or ownership of the Property, and (v) all of Seller’s rights in and to any fees paid to any governmental agency or utility in connection with the Real Property. The foregoing expressly excludes any contracts or similar agreements entered into, or assumed, by Assignor.

This Assignment is subject to all of the limitations set forth in the Agreement, including, without limitation, Section 38 thereof, shall not supersede the Agreement and, in the event of conflict between this Assignment and the Agreement, the Agreement shall control.

This Assignment shall be binding upon and inure to the benefit of Assignor and Assignee and their respective heirs, executors, administrators, successors and assigns.

This Assignment shall take effect the last to occur of the following: (i) full execution by all parties, as shown by the last date entered below the parties’ signatures and (ii) upon the Closing of the transaction between Assignee and Assignor pursuant to the Agreement.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the date first above written.

ASSIGNOR:

LYTLE DEVELOPMENT COMPANY,
a California corporation

By: [exhibit only-do not execute]
Ronald W. Pharris
Chairman

EXHIBIT D

PROPERTY DOCUMENTS

1. Initial Study With Appendices
 - a. Appendix A – Proposed Cal EEMod outputs
 - b. Appendix A1 – Existing Cal EEMod outputs
 - c. Appendix B – Biological Resources Assessment
 - d. Appendix C – Cultural Resources Record Search
 - e. Appendix D – Geotechnical study
 - f. Appendix E – Paleontological Records Search
 - g. Appendix F – Water Quality Management Plan
 - h. Appendix G – Preliminary Drainage Study
 - i. Appendix H – Traffic Impact Analysis
2. Phase 1 Environmental Assessment Report
3. Tentative Tract Map
4. SCE – EAR report
5. Project Review – Public Works Comments

EXHIBIT E

OWNER'S DECLARATION

STATE OF CALIFORNIA }
COUNTY OF _____ } ss

_____, in his capacity as the _____ of _____, a
_____("Declarant"), is of legal age, being first duly sworn, deposes and states under penalty of
perjury under the laws of the State of California:

1. That certain real property (the "Property") as described in that certain Preliminary Report
No. _____ dated as of _____("Commitment/Report") issued by or on behalf of
First American Title Company ("First American Title Company") is improved by the following (check
all that apply):

- Single family residences
- One-to-four family residences
- Apartment building
- Office building
- Commercial building
- Combination office/commercial building
- Industrial building
- Vacant Land
- Other: _____

2. WORK OF IMPROVEMENT: Please respond to A, B and C below:

A. For the period of 90-days prior to the date of this Affidavit, no repairs or work of improvement has
been conducted on, nor any materials supplied to, the Property by, or at the request of, Declarant,
except as follows:

_____.

(Enter "None" if such is true.)

If you have described any work of improvement above, please complete the following:

- Started on _____, 20____.
- Completed on _____, 20____.
- Will be completed on _____, 20____.

B. Cessation of Labor (Please place an "X" by 1 or 2 below):

1. There has been a cessation of labor where a work of improvement was discontinued by, or at the request of, Declarant before completion within 150 days of the date of this Affidavit. PLEASE DESCRIBE THE NATURE OF THE WORK THAT WAS DISCONTINUED:

Date that the work of improvement was discontinued: _____20____.

2. There has not been a cessation of labor where a work of improvement was discontinued by, or at the request of Declarant, before completion within 150 days of the date of this Affidavit.

C. There are no unpaid bills for labor or material because of any improvements made to the Property by, or at the request of, Declarant, except:

(Enter "None" if such is true.)

3. No one is in possession of, or has any right to possession of, the Property except:

Declarant as owner.

Tenants based only on month-to-month rental agreements.

Tenants based upon existing leases as listed on the Rent Roll attached hereto as **Exhibit A** and incorporated herein by reference.

Other: _____

4. To Declarant's actual knowledge, no person(s) or entities have (i) any options to purchase or rights of first refusal, including but not limited to lessees under any leases referred to in Paragraph 3 above, and/or (ii) easements, licenses, agreements or other rights allowing them to use, encroach on, or access to the Property except (i) as shown in the Commitment/Report, and (ii)

_____. (Enter "None" if such is true.)

5. Those certain lease(s) shown as exception number(s) _____(list applicable exceptions) in the Commitment/Report have either: (a) expired by their own terms, or (b) if they have not expired, the lessee(s) have vacated the Property and Declarant has been notified of the vacation of the Property either by correspondence from the lessee or by physical inspection of the Property.

6. To Declarant's actual knowledge, there are no unrecorded real property taxes or assessments against the Property.

The undersigned is not aware of any release reports of commitment statements which have been issued under California Civil Code 850, et seq.

7. This Affidavit is given for the purpose of inducing First American Title Company and its agents to issue the policy of title insurance in connection with the Report described in Item No. 1 above, which may provide coverage with respect to all matters set forth herein. If First American Title Company elects, in its discretion, to (a) accept this Affidavit, and (b) issue title insurance policy(ies) to third parties, First

American Title Company will do so in material reliance on this Affidavit and the representation and covenants in this Affidavit.

- 8. Declarant acknowledges that he/she has read this Affidavit, that all the statements made in this Affidavit are true and correct of his/her own actual knowledge, and fully understands the legal aspects of any misrepresentations or untrue statements made in this Affidavit. Declarant covenants and agrees to defend, indemnify, and hold First American Title Company harmless from and against any and all claims, actions, suits (including arbitration), liabilities, losses, damages, costs, charges, attorney's fees and other expenses of every nature and character as a result of any misrepresentations or untrue statements, made by Declarant in this affidavit.

Executed on _____, 20____, at _____, _____.
(City) (State)

"Declarant"

_____,
a _____

By: _____
Name: _____
Title: _____

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,
by _____, proved to me on the basis of satisfactory
evidence to be the person(s) who appeared before me.

(Seal)

Signature_____

EXHIBIT A TO OWNER'S DECLARATION
RENT ROLL