# ORIGINAL

#### COOPERATIVE PROCUREMENT CONTRACT BETWEEN THE CITY OF SAN DIEGO AND VELOCITY TRUCK CENTERS FOR AUTOCAR TRUCK/AUTOCAR INDUSTRIES CLASS 4-8 CHASSIS WITH RELATED EQUIPMENT, ACCESSORIES, AND SERVICES

#### **I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. The Sourcewell (Agency), formerly known as National Joint Powers Alliance (NJPA), issued a Request for Proposal (RFP) Number 060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services by posting the solicitation on at least four (4) websites, to include the Agency's website (Sourcewell), and by advertising in five (5) newspapers of general circulation at least ten (10) days before the bid or proposal was due.

C. On August 28, 2020, based on the results of the competitive process, Agency awarded a contract with Autocar Truck LLC./Autocar Industries LLC. (ATC) and executed the RFP Number 060920 for Class 4-8 Chassis with Related Equipment, Accessories, and Services Contract with Autocar Truck LLC./Autocar Industries LLC., identified as Sourcewell RFP Number 060920 - ATC, cumulatively referred to as the "Agency Agreement", attached as Exhibit 1; and

D. On May 13, 2021, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Velocity Truck Centers (Contractor) has agreed to provide to City the same pricing offered to Agency for the procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

F. This Contract is to purchase side loaders, specifically Autocar cabs and chassis with Heil-mounted bodies. These units lift and empty the refuse containers by using an automated side arm system controlled from inside the cab by one operator.

G. As of the date of execution of this Contract, Contractor is known and understood to be an authorized distributor of Autocar Truck LLC./Autocar Industries LLC. and is the City's authorized distributor for the purpose of this contract. Autocar Truck LLC./Autocar Industries LLC. represents that the authorized distributor for the City is Contractor, and that City must purchase the goods and services through Contractor. As allowed under the Contract Documents,

Cooperative Procurement Contract OCA Doc. No. 1451932 2 Rev. 2020-01-16



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which include the Agency Agreement, Contractor will provide the goods and services to be procured under this Contract. Pursuant to the Agency Agreement at Article Two Section C. Dealers, Distributors, and/or Resellers, authorized distributors are allowed. Contractor represents it is authorized to execute and sign this Contract as an authorized distributor of Autocar Truck, LLC./Autocar Industries LLC. for the City. As an authorized to utilize the Sourcewell RFP Number 060920 – ATC contract and its pricing to meet the needs of the City.

# **II. GENERAL PROVISIONS**

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. <u>Incorporation.</u> This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. <u>Effective Date</u>. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through August 1, 2024, with up to an additional one-year period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

3. <u>Early Termination</u>. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Autocar Truck LLC./Autocar Industries LLC., or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. <u>Compliance with Controlling Laws</u>. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statues, ordinances, rules, or regulations.

5. <u>Governing Law</u>. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. <u>Jurisdiction and Venue</u>. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. <u>Modifications</u>. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

# **III. CONTRACT ADMINISTRATOR**

1. <u>Contract Administrator</u>. The Department of Fleet Operations (Department) is the Contract Administrator for this Agreement. Contractor shall provide the Goods and Services under the direction of a designated representative of the Department as follows:

Fleet Operations Department Attention: Donny Nguyen 2740 Caminito Chollas San Diego, CA 92101 (619) 527-7594 DQNguyen@sandiego.gov

2. <u>Notices</u>. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department Attn: Tammy Ferguson 1200 3<sup>rd</sup> Avenue – Suite 200 San Diego, CA 92101 <u>Tferguson@sandiego.gov</u> (619) 236-6043

# **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$51,500,000. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

2. <u>Annual Appropriation of Funds.</u> Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

# V. CONTRACT

1. <u>Contract Documents.</u> This Contract consists of this Contract and its Exhibits, the Sourcewell's Solicitation RFP Number 060920 for the procurement of Class 4-8 Chassis with Related Equipment, Accessories, and Services, the Autocar Truck LLC./Autocar Industries LLC.'s Response to Solicitation (including all Specifications and the Proposer's Affidavit), and the Agency Agreement (all of which include current pricing information and any pricing sheets, and any properly executed written amendment(s) to the Agency Agreement), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). Pursuant to Article 4 "PRODUCT AND PRICING CHANGE REQUESTS" of the Agency Agreement, a fully executed Sourcewell Price and Product Request Form will be an amendment to the Agency Agreement and be incorporated by reference into the Agency Agreement; when this occurs, the Contract between City and Contractor must be amended in writing by and through their authorized officers to incorporate the fully executed Sourcewell Price and Product Request Form into the Contract between City and Contractor. These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. <u>Contract Interpretation.</u> The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. <u>Precedence.</u> In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

1<sup>st</sup> This Contract
 2<sup>nd</sup> Agency Contract and any properly executed written amendment(s) to the Agency Contract
 3<sup>rd</sup> Autocar Truck LLC./Autocar Industries LLC.'s Response to Solicitation, including all Specifications and the Proposer's Affidavit
 4<sup>th</sup> Agency's Solicitation and any Addenda

4. <u>Counterparts</u>. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. <u>Public Agencies</u>. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

# VI. CITY'S ADDITIONAL TERMS

1. <u>Drug-Free Workplace Certification</u>. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

2. <u>ADA Certification</u>. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

3. <u>Non-Discrimination Ordinance.</u> Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

4. <u>Compliance with the City's Equal Employment Opportunity Outreach Program</u> (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

5. <u>Compliance Investigations.</u> Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

6. <u>Business Tax Certificate.</u> Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

7. <u>Product Endorsement.</u> Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

8. <u>Noise Abatement.</u> Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation of the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

9. <u>Contractor Standards.</u> Contractor shall comply with Contractor Standards provisions codified in the SDMC. Contractor understands and agrees that violation of Contractor Standards may be considered a material breach of the Contract and may result in Contract termination, debarment and other sanctions.

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers. Contractor agrees to comply with and be bound by the terms of this Contract as an authorized distributor of Autocar Truck LLC./Autocar Industries, LLC.

#### VELOCITY TRUCK CENTERS

By:

Velocity Truck Centers, an authorized distributor of Autocar Truck LLC./ Autocar Industries, LLC.

Name:	James	A	Barker	
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Title: President

Date: June 23, 2021

#### THE CITY OF SAN DIEGO

Name: Jay M. Goldstene

Title: Chief Operating Officer

Date:

Approved as to form this day of augur

MARA W. ELLIOTT, City Attorney

By: <u>Allanna Sing</u>

Print Name: Markecia Simmons

Cooperative Procurement Contract OCA Doc. No. 1451932\_2 Rev. 2020-01-16



# **EXHIBIT 1: AGENCY AGREEMENT**

# **EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT**

1. <u>References</u>. All references to "Sourcewell" in the Agency Agreement shall mean and be understood to be "City of San Diego". All references to "Vendor" in the Agency Agreement shall mean and be understood to be "Autocar Truck, LLC./Autocar Industries, LLC. (ATC)" and "Velocity Truck Centers." All references to "Authorized Dealer", "Authorized Autocar Dealer", "Authorized Autocar Distributor", and "Authorized Distributor" in the Agency Agreement shall mean and be understood to be "Velocity Truck Centers".

2. <u>Invoice Detail.</u> Contractor's invoice must be on Contractor's stationary with Contractor's name, address, and remittance address if different. Contractor's invoice must have a date, an invoice number, a purchase order number, a description of the goods or services provided, and an amount due. Invoices must be emailed to:

Email: IOB-Fleet-AcctsPayable <u>PWAcctsPayable@sandiego.gov</u>

3. <u>Delivery and Inspection.</u> The authorized dealer/distributor will deliver new refuse packers to Miramar Place, where fleet staff will perform the inspections. Any units needing repairs will be taken back to the authorized dealer/distributor to repair any issues found during the inspection. Once repairs are completed, the units are then brought to the Chollas Operations Yard for Fitting by the authorized dealer/distributor. All new units will need to be delivered with a full tank of Compressed Natural Gas (CNG) because the Chollas Operations Yard does not have a way to fill the units with CNG.

- 4. <u>Warranty</u>. As described in the Contract Documents.
- 5. <u>Insurance.</u> As described in the Contract Documents.
- 6. <u>Indemnification; and Liability</u>. As described in the Contract Documents.

7. The remaining portions of the Agency Agreement shall remain in full force and effect.

# EXHIBIT 3: PRICING PAGE(S)

#### City of San Diego CONTRACTOR STANDARDS Pledge of Compliance

The City of San Diego has adopted a Contractor Standards Ordinance (CSO) codified in section 22.3004 of the San Diego Municipal Code (SDMC). The City of San Diego uses the criteria set forth in the CSO to determine whether a contractor (bidder or proposer) has the capacity to fully perform the contract requirements and the business integrity to justify the award of public funds. This completed Pledge of Compliance signed under penalty of perjury must be submitted with each bid and proposal. If an informal solicitation process is used, the bidder must submit this completed Pledge of Compliance to the City prior to execution of the contract. All responses must be typewritten or printed in ink. If an explanation is requested or additional space is required, Contractors must provide responses on Attachment A to the Pledge of Compliance and sign each page. Failure to submit a signed and completed Pledge of Compliance may render a bid or proposal non-responsive. In the case of an informal solicitation or cooperative procurement, the contract will not be awarded unless a signed and completed Pledge of Compliance is submitted. A submitted Pledge of Compliance is a public record and information contained within will be available for public review except to the extent that such information is exempt from disclosure pursuant to applicable law.

By signing and submitting this form, the contractor is certifying, to the best of their knowledge, that the contractor and any of its Principals have not within a five (5) year period – preceding this offer, been convicted of or had a civil judgement rendered against them for commission of a fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) contract or subcontract.

"Principal" means an officer, director, owner, partner or a person having primary management or supervisory responsibilities within the firm. The Contractor shall provide immediate written notice to the Procurement Contracting Officer handling the solicitation, at any time prior to award should they learn that this Representations and Certifications was inaccurate or incomplete.

This form contains 10 pages, additional information may be submitted as part of Attachment A.

#### A. BID/PROPOSAL/SOLICITATION TITLE:

Autocar/ Velocity Truck Centers Agreement for Truck Class 4-8 with Related Equipment, Accessories, and Services COOP RFP 060920-CRN Sourcewell & Autocar / Velocity Truck Centers Agreement for Truck Class 4-8 with Related Equipment, Accessories, and Services COOP RFP 060920-ATC Sourcewell

#### B. BIDDER/PROPOSER INFORMATION:

Los Angeles Truck Centers, LLC		Velocity Truck Center					
Legal Name		DBA					
6066 Miramar Road	San Diego	CA	92121				
Street Address	City	State	Zip				
Ron Creighton, Salesman	(909) 510-4406	(562) 447-1544					
Contact Person, Title	Phone	Fax					

Provide the name, identity, and precise nature of the interest\* of all persons who are directly or indirectly involved\*\* in this proposed transaction (SDMC § 21.0103). Use additional pages if necessary.

- \* The precise nature of the interest includes:
  - the percentage ownership interest in a party to the transaction,
  - the percentage ownership interest in any firm, corporation, or partnership that will receive funds from the transaction,
  - the value of any financial interest in the transaction,
  - any contingent interest in the transaction and the value of such interest should the contingency be satisfied, and
  - any philanthropic, scientific, artistic, or property interest in the transaction.

Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4 \*\* Directly or indirectly involved means pursuing the transaction by:

- communicating or negotiating with City officers or employees,
- submitting or preparing applications, bids, proposals or other documents for purposes of contracting with the City, or
- directing or supervising the actions of persons engaged in the above activity.

James A Barker	Co-President
Name	Title/Position
Whittier, CA 90601	
City and State of Residence	Employer (if different than Bidder/Proposer)
Owner	
Interest in the transaction	
Bradley C Fauvre	Co-President
Name	Title/Position
Whittier, CA 90601	
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	
Name	Title/Position
City and State of Residence	Employer (if different than Bidder/Proposer)
Interest in the transaction	

Name	Title/Position						
City and State of Residence	Employer (if different than Bidder/Proposer)						
Interest in the transaction							
Name	Title/Position						
City and State of Residence	Employer (if different than Bidder/Proposer)						
Interest in the transaction							
Name	Title/Position						
City and State of Residence	Employer (if different than Bidder/Proposer)						
Interest in the transaction							

#### C. OWNERSHIP AND NAME CHANGES:

1. In the past five (5) years, has your firm changed its name? □Yes ☑No

If Yes, use Attachment A to list all prior legal and DBA names, addresses, and dates each firm name was used. Explain the specific reasons for each name change.

2. Is your firm a non-profit? □Yes ☑No

If Yes, attach proof of status to this submission.

3. In the past five (5) years, has a firm owner, partner, or officer operated a similar business? ☐Yes ☑No

If Yes, use Attachment A to list names and addresses of all businesses and the person who operated the business. Include information about a similar business only if an owner, partner, or officer of your firm holds or has held a similar position in another firm.

#### D. BUSINESS ORGANIZATION/STRUCTURE:

Indicate the organizational structure of your firm. Fill in only one section on this page. Use Attachment A if more space is required.

Corporation Date incorporated:		_ State of incorporation:	
List corporation's current officers:	President: Vice Pres: Secretary: Treasurer:		
Type of corporation: C Since S	ubchapter S		
If Yes, after what date:			No
Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4	Р	Page 3 of 12	

If Ye	es, how and where is the stock traded	? <b>☐ Yes</b>  ?	☑ No	
	es, list the name, title and address of			
	· · · · · · · · · · · · · · · · · · ·			
	5			<u>.</u>
	the President, Vice President, Secret rests in a business/enterprise that per			
lf Y€	es, please use Attachment A to disclo	ose.		
Plea	ase list the following:	Authorized	Issued	Outstanding
a.	Number of voting shares:			
b.	Number of nonvoting shares:			2
c. d.	Number of shareholders: Value per share of common stock:		Par	\$
			Book	\$
			Market	\$
List	the name title and address of memb	ers who own ten percent	(10%) or more of t	the company:
Jam Brad	the name, title and address of memb les A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Roa - Holdings Corporation (Investor) 152 West 57t	l, Whittier, CA 90601 ad, Whittier, CA 90601		the company:
Jam Brad CGL	es A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Roa - Holdings Corporation (Investor) 152 West 576	I, Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10	0019	
Jam Brad CGL	es A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Roa	I, Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10	0019	
Jam Brad CGL	tes A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Road Holdings Corporation (Investor) 152 West 571 thership Date formed: names of all firm partners:	I, Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10 State of formation		
Jam Brad CGL Part List	tes A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Road - Holdings Corporation (Investor) 152 West 576 thership Date formed:	I, Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10 State of formation		
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Jam Brad CGL List	tes A Barker, Co-President, 2429 S Peck Road dley C Fauvre, Co-President, 2429 S Peck Road - Holdings Corporation (Investor) 152 West 576 thership Date formed:	ad, Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10 State of formation		
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Jam Brad CGL List JPart List	e Proprietorship Date starte all firms you have been an owner, paublicly traded company:	I. Whittier, CA 90601 ad, Whittier, CA 90601 th Street, 42nd Floor, NY, NY 10 State of formation State of formation ad:	9019	rears. Do not include ownership of s
Jam Brad CGL List Joir	e Proprietorship Date starte all firms you have been an owner, paublicly traded company:	H. Whittier, CA 90601  ad, Whittier, CA 90601  th Street, 42nd Floor, NY, NY 10  State of formation  od:  ntner or officer with during  ed:	9019	rears. Do not include ownership of s
Jam Brad CGL List Joir Joir List	es A Barker, Co-President, 2429 S Peck Road         dley C Fauvre, Co-President, 2429 S Peck Road         - Holdings Corporation (Investor) 152 West 571         tmership Date formed:	H. Whittier, CA 90601  ad, Whittier, CA 90601  th Street, 42nd Floor, NY, NY 10  State of formation  od:  ntner or officer with during  ad:	9019	rears. Do not include ownership of s

Note: To be responsive, each member of a Joint Venture or Partnership must complete a separate Contractor Standards form.

#### E. FINANCIAL RESOURCES AND RESPONSIBILITY:

If Yes, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.

In the past five (5) years, has your firm been denied bonding?
 □ Yes ✓ No

If Yes, use Attachment A to explain specific circumstances; include bonding company name.

- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?
  - □Yes ☑No

If Yes, use Attachment A to explain specific circumstances.

- 4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
  - 🗌 Yes 🛛 🗸 No

If Yes, use Attachment A to explain specific circumstances.

5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?
Yes

If Yes, use Attachment A to explain specific circumstances.

If Yes, please use Attachment A to provide detailed information on the action.

7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.

Name of Bank: J.P. Morgan Chase Bank, N.A.

Point of Contact: Kenneth Nakamoto

Address: 300 S Grand Ave., #320, Los Angeles, CA 90071

Phone Number: (909) 471-1980

8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4 a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

9. In order to do business in the City of San Diego, a current Business Tax Certificate is required. Business Tax Certificates are issued by the City Treasurer's Office. If you do not have one at the time of submission, one must be obtained prior to award.

Business Tax Certificate No.: B2003006685

Year Issued: 2021

#### F. PERFORMANCE HISTORY:

In the past five (5) years, has your firm been found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for defaulting or breaching a contract with a government agency?
 Yes

If Yes, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion? ☐ Yes ✓No

If Yes, use Attachment A to explain specific circumstances and provide principal contact information.

In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?
 Yes ✓No

If Yes, use Attachment A to explain specific circumstances.

Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?
 Yes ✓No

If Yes, use Attachment A to explain specific circumstances.

5. In the past five (5) years, has your firm, or any firm with which any of your firm's owners, partners, or officers is or was associated, been debarred, disqualified, removed, or otherwise prevented from bidding on or completing any government or public agency contract for any reason?

If Yes, use Attachment A to explain specific circumstances.

6. In the past five (5) years, has your firm received a notice to cure or a notice of default on a contract with any public agency?

⊡Yes INo

If Yes, use Attachment A to explain specific circumstances and how the matter resolved.

7. Performance References:

Please provide a minimum of three (3) references familiar with work performed by your firm which was of a similar size and nature to the subject solicitation within the last five (5) years.

Please note that any references required as part of your bid/proposal submittal are in addition to those references required as part of this form.

Company Name: Los Angeles Truck Centers, LLC dba: Velocity Truck Center

Contractor Standards Form Revised: April 5, 2018 Document No. 841283 4

Company Name City of Santa Maria
Contact Name and Phone Number:Isaac Shuck (805) 888-9033
Contact Email:ishuck@cityofsantamaria.org
Address:2065 East Main Street Santa Maria, CA. 93454
Contract Date: June 2020 - 9/30/2020 - 4/15/2021
Contract Amount:\$984,499.65 PO No. 57065; \$628,536.83 - PO No. 57064; \$314,268.42 - PO No. 58662
Requirements of Contract:Refuse Collection Vehicles - ASL & FEL
Company Name:City of Long Beach Fleet Services
Contact Name and Phone Number:John Seevers (562) 570-5406
Contact Email:John.Seevers@longbeach.gov
Address: 2600 Temple Avenue Long Beach, CA. 90806
Contract Date: 2/10/2021
Contract Amount: \$2,866,808.00 Purchase Order 22107930
Requirements of Contract: (8) Autocar ACX64 Side Loader Refuse Trucks
Company Name:City of Oxnard Fleet Services
Contact Name and Phone Number:Joseph Rodriguez (805) 207-0494
Contact Email:joseph.rodriguez@oxnard.org
Address:300 West 3rd. Street Oxnard, CA. 93030
Contract Date:2/11/2021
Contract Amount:\$8,360,298.80 Purchase Order No. 007991
Requirements of Contract: (26) Autocar ACX64 Refuse Collection Trucks

#### G. COMPLIANCE:

 In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?

⊡Yes ✓No

If **Yes**, use Attachment A to explain specific circumstances surrounding each instance. Include the name of the entity involved, the specific infraction(s) or violation(s), dates of instances, and outcome with current status.

In the past five (5) years, has your firm been determined to be non-responsible by a public entity?
 ☐ Yes
 ☑ No

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4 If Yes, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

#### H. BUSINESS INTEGRITY:

In the past five (5) years, has your firm been convicted of or found liable in a civil suit for making a false claim or material misrepresentation to a private or public entity?
 Yes

If Yes, use Attachment A to explain specific circumstances of each instance. Include the entity involved, specific violation(s), dates, outcome and current status.

2. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a crime, including misdemeanors, or been found liable in a civil suit involving the bidding, awarding, or performance of a government contract?

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

If **Yes**, use Attachment A to explain specific circumstances of each instance; include the entity involved, specific infraction(s), dates, outcome and current status.

4. Do any of the Principals of your firm have relatives that are either currently employed by the City or were employed by the City in the past five (5) years?

⊡Yes ✓No

If Yes, please disclose the names of those relatives in Attachment A.

#### I. BUSINESS REPRESENTATION:

1. Are you a local business with a physical address within the County of San Diego? ✓Yes □No

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego? ☐Yes ☑No

Certification #\_\_\_\_\_

- 3. Are you certified as any of the following:
  - a. Disabled Veteran Business Enterprise Certification #\_
  - b. Woman or Minority Owned Business Enterprise Certification #\_\_\_\_\_
  - c. Disadvantaged Business Enterprise Certification #\_\_\_\_\_

#### J. WAGE COMPLIANCE:

In the past five (5)years, has your firm been required to pay back wages or penalties for failure to comply with the federal, state or local **prevailing, minimum, or living wage laws**? **Yes No** If Yes, use Attachment A to explain the specific circumstances of each instance. Include the entity involved, the specific infraction(s), dates, outcome, and current status.

By signing this Pledge of Compliance, your firm is certifying to the City that you will comply with the requirements of the Equal Pay Ordinance set forth in SDMC sections 22.4801 through 22.4809.

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4

#### K. STATEMENT OF SUBCONTRACTORS & SUPPLIERS:

Please provide the names and information for all subcontractors and suppliers used in the performance of the proposed contract, and what portion of work will be assigned to each subcontractor. Subcontractors may not be substituted without the written consent of the City. Use Attachment A if additional pages are necessary. If no subcontractors or suppliers will be used, please write "Not Applicable."

Company Name:Bodyworks Equipment Inc.
Address:116 E. Railroad Avenue Monrovia, CA. 91016
Contact Name: <u>Nathan Anderson</u> Phone: <u>(626)</u> 357-9771 Email: <u>nathan@bwequipinc.com</u>
Contractor License No.: DIR Registration No.:
Sub-Contract Dollar Amount: \$_202,000.00 / Body (per year) \$ (total contract term)
Scope of work subcontractor will perform: Heil Rapid Rail RCV, CNG Fuel System and Safety Camera System
Identify whether company is a subcontractor or supplier:subcontractor / body dealer
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE KNot Certified Not Certifie
Contractor must provide valid proof of certification with the response to the bid or proposal to receive
participation credit.
Company Name:Ray Gaskin Service
Address:14572 Rancho Vista Avenue Fontana, CA. 92335
Contact Name: Bill McIntosh Phone: (909)574-7000 Email: bill@raygaskinservice.com
Contractor License No.: DIR Registration No.:
Sub-Contract Dollar Amount: \$_98,900.00 / Body (per year) \$ (total contract term)
Scope of work subcontractor will perform:Pak-Mor 18 CY & 25 CY Rear End Loader Bodies
Identify whether company is a subcontractor or supplier:subcontractor / body dealer
Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified
Contractor must provide valid proof of certification with the response to the bid or proposal to receive
participation credit.

#### L. STATEMENT OF AVAILABLE EQUIPMENT:

A full inventoried list of all necessary equipment to complete the work specified may be a requirement of the bid/proposal submission.

By signing and submitting this form, the Contractor certifies that all required equipment included in this bid or proposal will be made available one week (7 days) before work shall commence. In instances where the required equipment is not owned by the Contractor, Contractor shall explain how the equipment will be made available before the commencement of work. The City of San

Diego reserves the right to reject any response, in its opinion, if the Contractor has not demonstrated he or she will be properly equipped to perform the work in an efficient, effective matter for the duration of the contract period.

#### M. TYPE OF SUBMISSION: This document is submitted as:

Initial submission of Contractor Standards Pledge of Compliance

Initial submission of Contractor Standards Pledge of Compliance as part of a Cooperative agreement

☑ Initial submission of Contractor Standards Pledge of Compliance as part of a Sole Source agreement

Update of prior Contractor Standards Pledge of Compliance dated \_\_\_\_\_\_.

#### Complete all questions and sign below.

Under penalty of perjury under the laws of the State of California, I certify that I have read and understand the questions contained in this Pledge of Compliance, that I am responsible for completeness and accuracy of the responses contained herein, and that all information provided is true, full and complete to the best of my knowledge and belief. I agree to provide written notice to the Purchasing Agent within five (5) business days if, at any time, I learn that any portion of this Pledge of Compliance is inaccurate. Failure to timely provide the Purchasing Agent with written notice is grounds for Contract termination.

I, on behalf of the firm, further certify that I and my firm will comply with the following provisions of SDMC section 22.3004:

(a) I and my firm will comply with all applicable local, State and Federal laws, including health and safety, labor and employment, and licensing laws that affect the employees, worksite or performance of the contract.

(b) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of receiving notice that a government agency has begun an investigation of me or my firm that may result in a finding that I or my firm is or was not in compliance with laws stated in paragraph (a).

(c) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of a finding by a government agency or court of competent jurisdiction of a violation by the Contractor of laws stated in paragraph (a).

(d) I and my firm will notify the Purchasing Agent in writing within fifteen (15) calendar days of becoming aware of an investigation or finding by a government agency or court of competent jurisdiction of a violation by a subcontractor of laws stated in paragraph (a).

(e) I and my firm will cooperate fully with the City during any investigation and to respond to a request for information within ten (10) working days.

Failure to sign and submit this form with the bid/proposal shall make the bid/proposal non-responsive. In the case of an informal solicitation, the contract will not be awarded unless a signed and completed *Pledge of Compliance* is submitted.

James A Barker, President

Name and Title

Signature

6/23/2021

Date

#### City of San Diego CONTRACTOR STANDARDS Attachment "A"

Provide additional information in space below. Use additional Attachment "A" pages as needed. Each page must be signed. Print in ink or type responses and indicate question being answered.

I have read the matters and statements made in this Contractor Standards Pledge of Compliance and attachments thereto and I know the same to be true of my own knowledge, except as to those matters stated upon information or belief and as to such matters, I believe the same to be true. I certify under penalty of perjury that the foregoing is true and correct.

James A Barker, President

Print Name, Title

Signature

6/23/2021

Date

Contractor Standards Form Revised: April 5, 2018 Document No. 841283\_4

Page 12 of 12

#### AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS

As part of this Contract, the Contractor must provide to the City a list of all instances within the past 10 years where a complaint was filed or pending against the Contractor in a legal or administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers, and a description of the status or resolution of that complaint, including any remedial action taken.

#### CHECK ONE BOX ONLY.

 $\checkmark$ 

- The undersigned certifies that within the past 10 years the Contractor has NOT been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers.
  - The undersigned certifies that within the past 10 years the Contractor has been the subject of a complaint or pending action in a legal administrative proceeding alleging that Contractor discriminated against its employees, subcontractors, vendors or suppliers. A description of the status or resolution of that complaint, including any remedial action taken and the applicable dates is as follows:

DATE OF CLAIM	LOCATION	DESCRIPTION OF CLAIM	LITIGATION (Y/N)	STATUS	RESOLUTION/ REMEDIAL ACTION TAKEN

Contractor Name: Los Angeles Truck Centers, LLC dba: Velocity Truck Center

Certified By James A Barker Title President Name Date June 23, 2021

Equal Opportunity Contracting Sole Source Contracts, Cooperative Procurement Contracts Goods/Services Contracts Under \$150,000 Revised 1/1/16 OCA Document No. 1208377



EOC Work Force Report (rev. 08/2018)

EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue, Suite 200 · San Diego, CA 92101 Phone: (619) 236-6000 · Fax: (619) 236-5904

# **BB. WORK FORCE REPORT**

The objective of the *Equal Employment Opportunity Outreach Program*, San Diego Municipal Code Sections 22.3501 through 22.35-7, is to ensure that contractors doing business with the City, or receiving funds from the City, do not engage in unlawful discriminatory employment practices prohibited by State and Federal law. Such employment practices include, but are not limited to unlawful discrimination in the following: employment, promotion or upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractors are required to provide a completed *Work Force Report (WFR)*.

#### NO OTHER FORMS WILL BE ACCEPTED CONTRACTOR IDENTIFICATION

× 1	🗆 Consultant 🛛	Grant Recipient				
		LC				
Address (Corporate Heado	luarters, where applicab	le): 2429 S Peck Roa	d			
City: Whittier	Cour	ity: Los Angeles		State:	A	Zip: <u>90601</u>
Telephone Number: <u>562-</u>	447-1200		Fax Number:			
Name of Company CEO:	James A Barker		-			
Address(es), phone and fa	ax number(s) of compan	y facilities located in S	San Diego County	(if differe	nt from above):	
City: San Diego	Cour	ity: San Diego		State: CA	4	Zip: 92121
Telephone Number:	454-5456 F	ax Number:		Email:	cbarker@vvgtrud	:k.com
Type of Business: Heavy	//Medium Duty Truck D	ealership	Type of License:	DMV Dea	aler License	
					.1	
employment and affirmat Address: 2429 S Peck Ro	tive action policies of thi bad, Whittier, CA 90601	s company. The EEOO	O may be contacted	1 at:	55	
Telephone Number: 562-	447-1251F	ax Number:		Email:	dcegielski@vvgt	ruck.com
	<b>O</b> 1	ne San Diego Cour	nty (or Most Lo	ocal Cou	nty) Work For	ce – Mandatory
	🗖 Bı	anch Work Force	*			
		anaging Office W	ork Force			
*Submit a separa					ore than one brai	1ch per county.
I, the undersigned repres	entative of Los Angeles	Truck Centers, LLC d	ba: Velocity Truck	Center		
Type of Contractor:       Construction       Vendor/Supplier       Financial Institution       Lessee/Lessor         Name of Company:       Los Angeles Truck Centers, LLC       Other       Other         ADA/DBA:       Velocity Truck Center       Other         Address (Corporate Headquarters, where applicable):       2429 5 Peck Road       Zip: 90601         City:       Whittler       County:       Los Angeles       State:       CA       Zip: 90601         Telephone Number:       562-447-1200       Fax Number:       Fax Number:       Particle Address:       County:       State:       CA       Zip: 90601         Name of Company CEO:       James A Barker       Address:       6066 Miramar Road       County:       San Diego       State:       CA       Zip: 92121         Telephone Number:       877-454-5456       Fax Number:       Email:       Coarker@vvgtruck.com         Type of Business:       Heavy/Medium Duty Truck Dealership       Type of License:       DMV Dealer License       DMV Dealer License         The Company has appointed:       Deborah Cegielski       As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment opportunity officer (EEOO). The EEOO may be contacted at:       Address:       22425 S Peck Road, Whittiter, CA 90601       Email:       dceg						
		,		hereby ce	ertify that inform	ation provided
				, lune		21
herein is true and correct	This document was ex	ecuted on this 2510	day		A Ra	, 20,
Author	zed Signature)		(Drint A	uthorized S	Signature Name)	i ker
Pathon	ica bignatare)		(T INITY	union Locu o	ngnature mante)	

Form Number: BB05

#### WORK FORCE REPORT - Page 2

NAME OF FIRM: Los Angeles Truck Centers, LLC dba: Velocity Truck Center

DATE: 6/23/2021

OFFICE(S) or BRANCH(ES):

COUNTY: San Diego

(7) Other race/ethnicity; not falling into other groups

(5) Native Hawaiian or Pacific Islander

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

(6) White

(1) Black or African–American

(2) Hispanic or Latino

(3) Asian

(4) American Indian or Alaska Native

Definitions of the race and ethnicity categories can be found on Page 4

ADMINISTRATION OCCUPATIONAL CATEGORY	Blac Afri	(1) Black or African American		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity		
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial		1	20	7	2		1		1		24	7	1	1
Professional	1		3	3	3						5	2		
A&E, Science, Computer													1	
Technical														
Sales	2		26	3	10						21	3	6	
Administrative Support		1	23	55	4	3	1			1	22	12	5	10
Services														
Crafts			3								1			
Operative Workers														
Transportation														į.
Laborers*	5	3	114	3	7		1		4		22	2	17	4

\*Construction laborers and other field employees are not to be included on this page

		-						10	1_					
Totals Each Column	8	5	189	71	28	3	3	0	5	1	95	26	33	15

Grand Total All Employees



Indicate by Gender and Ethnicity the Number of Above Employees Who Are Disabled:

Disabled	1	1	1	1	1	1	1	1	1	1	1	1	1
Non-Profit Organizations Only:													
Board of Directors													
Volunteers													
Artists													

#### WORK FORCE REPORT - Page 3

NAME OF FIRM: Los Angeles Truck Centers, LLC dba: Velocity Truck Center

\_\_\_\_ DATE: \_\_\_\_\_6/23/2021

#### OFFICE(S) or BRANCH(ES):

INSTRUCTIONS: For each occupational category, indicate number of males and females in every ethnic group. Total columns in row provided. Sum of all totals should be equal to your total work force. Include all those employed by your company on either a full or part-time basis. The following groups are to be included in ethnic categories listed in columns below:

- (1) Black or African-American
- (2) Hispanic or Latino
- (3) Asian
- (4) American Indian or Alaska Native

(5) Native Hawaiian or Pacific Islander

COUNTY:

- (6) White
- (7) Other race/ethnicity; not falling into other groups

Definitions of the race and ethnicity categories can be found on Page 4

TRADE OCCUPATIONAL CATEGORY	(1) Black or African American		(2) Hispanic or Latino		(3) Asian		(4) American Indian/ Nat. Alaskan		(5) Pacific Islander		(6) White		(7) Other Race/ Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Brick, Block or Stone Masons														
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians						-								
Elevator Installers														
First-Line Supervisors/Managers					1									
Glaziers					(	$\wedge$								
Helpers; Construction Trade						D	-							
Millwrights						13								
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees					1								14 F	
ndicate By Gender and Ethnicity the N	umber o	f Abov	e Empl	oyees	Who Ar	e Disat	oled:		1	F	1	-	1	-
Disabled														

# The City of SAN DIEGO

# **Work Force Report**

#### HISTORY

The Work Force Report (WFR) is the document that allows the City of San Diego to analyze the work forces of all firms wishing to do business with the City. We are able to compare the firm's work force data to County Labor Force Availability (CLFA) data derived from the United States Census. CLFA data is a compilation of lists of occupations and includes the percentage of each ethnicity we track (American Indian or Alaska Native, Asian, Black or African-American, Native Hawaiian or Pacific Islander, White, and Other) for each occupation. Currently, our CLFA data is taken from the 2010 Census. In order to compare one firm to another, it is important that the data we receive from the consultant firm is accurate and organized in the manner that allows for this fair comparison.

WORK FORCE & BRANCH WORK FORCE REPORTS When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm's work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County Work Force Report<sup>1</sup>. By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a Work Force Report from that county<sup>2</sup>. If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County and from Sacramento County, we ask for separate Work Force Reports representing your firm from each of the three counties.

#### MANAGING OFFICE WORK FORCE

Equal Opportunity Contracting may occasionally ask for a Managing Office Work Force (MOWF) Report. This may occur in an instance where the firm involved is a large national or international firm but the San Diego or other local work force is very small. In this case, we may ask for both a local and a MOWF Report<sup>1, 3</sup>. In another case, when work is done only by the Managing Office, only the MOWF Report may be necessary.<sup>3</sup>

#### TYPES OF WORK FORCE REPORTS:

Please note, throughout the preceding text of this page, the superscript numbers one <sup>1</sup>, two <sup>2</sup> & three <sup>3</sup>. These numbers coincide with the types of work force report required in the example. See below:

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force
- \*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.

#### RACE/ETHNICITY CATEGORIES

American Indian or Alaska Native – A person having origins in any of the peoples of North and South America (including Central America) and who maintains tribal affiliation or community attachment.

Asian – A person having origins in any of the peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

**Black or African American** – A person having origins in any of the Black racial groups of Africa.

**Native Hawaiian or Pacific Islander** – A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

White – A person having origins in any of the peoples of Europe, the Middle East, or North Africa.

Hispanic or Latino – A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin.

# Exhibit A: Work Force Report Job Categories - Administration

Refer to this table when completing your firm's Work Force Report form(s).

Management & Financial Advertising, Marketing, Promotions, Public Relations, and Sales Managers Business Operations Specialists Financial Specialists Operations Specialties Managers Other Management Occupations Top Executives

#### Professional

Art and Design Workers Counselors, Social Workers, and Other Community and Social Service Specialists Entertainers and Performers, Sports and Related Workers Health Diagnosing and Treating Practitioners Lawyers, Judges, and Related Workers Librarians, Curators, and Archivists Life Scientists Media and Communication Workers Other Teachers and Instructors Postsecondary Teachers Primary, Secondary, and Special Education School Teachers **Religious Workers** Social Scientists and Related Workers

#### Architecture & Engineering, Science, Computer

Architects, Surveyors, and Cartographers Computer Specialists Engineers Mathematical Science Occupations Physical Scientists

#### Technical

Drafters, Engineering, and Mapping Technicians Health Technologists and Technicians Life, Physical, and Social Science Technicians Media and Communication Equipment Workers

#### Sales

Other Sales and Related Workers Retail Sales Workers Sales Representatives, Services Sales Representatives, Wholesale and Manufacturing Supervisors, Sales Workers

#### Administrative Support

Financial Clerks Information and Record Clerks Legal Support Workers EOC Work Force Report (rev. 08/2018) Material Recording, Scheduling, Dispatching, and Distributing Workers Other Education, Training, and Library Occupations Other Office and Administrative Support Workers Secretaries and Administrative Assistants Supervisors, Office and Administrative Support Workers

#### Services

**Building Cleaning and Pest Control Workers Cooks and Food Preparation Workers Entertainment Attendants and Related** Workers Fire Fighting and Prevention Workers First-Line Supervisors/Managers, Protective Service Workers Food and Beverage Serving Workers Funeral Service Workers Law Enforcement Workers Nursing, Psychiatric, and Home Health Aides **Occupational and Physical Therapist Assistants** and Aides Other Food Preparation and Serving Related Workers **Other Healthcare Support Occupations Other Personal Care and Service Workers** Other Protective Service Workers Personal Appearance Workers Supervisors, Food Preparation and Serving Workers Supervisors, Personal Care and Service Workers Transportation, Tourism, and Lodging Attendants

#### Crafts

Construction Trades Workers Electrical and Electronic Equipment Mechanics, Installers, and Repairers Extraction Workers Material Moving Workers Other Construction and Related Workers Other Installation, Maintenance, and Repair Occupations Plant and System Operators Supervisors of Installation, Maintenance, and Repair Workers Supervisors, Construction and Extraction Workers Vehicle and Mobile Equipment Mechanics, Form Number: BB05 Installers, and Repairers Woodworkers

#### **Operative Workers**

Assemblers and Fabricators Communications Equipment Operators Food Processing Workers Metal Workers and Plastic Workers Motor Vehicle Operators Other Production Occupations Printing Workers Supervisors, Production Workers Textile, Apparel, and Furnishings Workers

#### Transportation

Air Transportation Workers Other Transportation Workers Rail Transportation Workers Supervisors, Transportation and Material Moving Workers Water Transportation Workers

#### Laborers

Agricultural Workers Animal Care and Service Workers Fishing and Hunting Workers Forest, Conservation, and Logging Workers Grounds Maintenance Workers Helpers, Construction Trades Supervisors, Building and Grounds Cleaning and Maintenance Workers Supervisors, Farming, Fishing, and Forestry Workers

# Exhibit B: Work Force Report Job Categories-Trade

Brick, Block or Stone Masons Brickmasons and Blockmasons Stonemasons

#### Carpenters

#### **Carpet, floor and Tile Installers and Finishers** Carpet Installers Floor Layers, except Carpet, Wood and Hard Tiles

Floor Sanders and Finishers Tile and Marble Setters

#### Cement Masons, Concrete Finishers

Cement Masons and Concrete Finishers Terrazzo Workers and Finishers

#### **Construction Laborers**

Drywall Installers, Ceiling Tile Inst Drywall and Ceiling Tile Installers Tapers EOC Work Force Report (rev. 08/2018) Electricians

**Elevator Installers and Repairers** 

#### **First-Line Supervisors/Managers** First-line Supervisors/Managers of Construction Trades and Extraction Workers

#### Glaziers

#### Helpers, Construction Trade Brickmasons, Blockmasons, and Tile and Marble Setters Carpenters Electricians Painters, Paperhangers, Plasterers and Stucco Pipelayers, Plumbers, Pipefitters and Steamfitters Roofers All other Construction Trades

#### Millwrights

Heating, Air Conditioning and Refrigeration Mechanics and Installers Mechanical Door Repairers

Control and Valve Installers and Repairers

Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators** Paving, Surfacing and Tamping Equipment Operators Pile-Driver Operators Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance** Painters, Construction and Maintenance Paperhangers

**Pipelayers and Plumbers** Pipelayers Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons** 

Roofers

**Security Guards & Surveillance Officers** 

**Sheet Metal Workers** 

**Structural Iron and Steel Workers** 

Welding, Soldering and Brazing Workers Welders, Cutter, Solderers and Brazers Welding, Soldering and Brazing Machine Setter, Operators and Tenders

Workers, Extractive Crafts, Miners