



**REGULAR MEETING OF THE
BOARD OF DIRECTORS
MONDAY, August 07, 2023
10:00 A.M.
www.ierca.org**

**INLAND EMPIRE REGIONAL COMPOSTING FACILITY
12645 6TH STREET
RANCHO CUCAMONGA, CA 91739**

TELECONFERENCE ACCESSIBILITY FOR THE GENERAL PUBLIC:
The meeting will be accessible at: (415) 856-9169 / Conf Code: 364 649 080#

The public may participate by attending the meeting and may provide public comment by submitting via email to the Recording Secretary at afernandez@ieua.org no later than 24 hours prior to the scheduled meeting time. Comments will be distributed to the Board of Directors.

**CALL TO ORDER
OF THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY BOARD OF
DIRECTORS MEETING**

FLAG SALUTE

PUBLIC COMMENT

Members of the public may address the Board on any item that is within the jurisdiction of the Board; however, no action may be taken on any item not appearing on the agenda unless the action is otherwise authorized by Subdivision (b) of Section 54954.2 of the Government Code. Those persons wishing to address the Board on any matter, whether or not it appears on the agenda, are requested to complete and submit to the Board Secretary a "Request to Speak" form which are available on the table in the Board Room. Comments will be limited to five minutes per speaker. Thank you.

ADDITIONS TO THE AGENDA

In accordance with Section 54954.2 of the Government Code (Brown Act), additions to the agenda require two-thirds vote of the legislative body, or, if less than two-thirds of the members are present, a unanimous vote of those members present, that there is a need to take immediate action and that the need for action came to the attention of the local agency subsequent to the agenda being posted.

INTRODUCTIONS

Introduction of new staff to the Inland Empire Composting Facility; Acting Compost Supervisor, Jason Racz, Mechanic II, Gavin Madrigal, and Administrative Intern, Samady Ou.

1. CONSENT CALENDAR

A. MINUTES

The Board will be asked to approve the minutes from the May 01, 2023 regular meeting.

B. INVESTMENT AND DISBURSEMENT REPORT

It is recommended that the Board of Directors approve for the months of April 2023 –June 2023:

1. Total disbursements the amount of \$5,151,717.60.

There were no new investments during this period.

2. ACTION ITEMS

A. ADOPTION OF DEPOSITORY AGREEMENT AND INVESTMENT FUND SIGNATORY RESOLUTIONS 2023-08-01, 2023-08-02, 2023-08-03

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2023-8-1, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawal of funds;
2. Adopt Resolution No. 2023-8-2, authorizing participation in the Local Agency Investment Fund and designating signatories for the deposit and withdrawal of funds; and
3. Adopt Resolution No. 2023-8-3, authorizing investment of monies in the Los Angeles County Pooled Surplus Investment Fund.

B. DESIGNATION OF INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY TREASURER

It is recommended that the Board of Directors approve Kristine Day, Assistant General Manager for the Inland Empire Utilities Agency (IEUA), as the IERCA Treasurer.

C. AWARD CLEARSPAN FABRIC STRUCTURES FOR THE COMPOST STORAGE FACILITY TENT REPLACEMENT

It is recommended that the Board of Directors:

1. Approve the contract award with ClearSpan Fabric Structures for the Compost Storage Replacement, Project No. RA24004 for a not to exceed amount of \$786,194 plus applicable taxes and delivery; and
2. Authorize the Project Manager to finalize and execute the agreement.

D. FISCAL YEAR 2023/2024 PROPERTY INSURANCE POLICY RENEWAL

It is recommended that the Board of Directors:

1. Ratify renewal of the Authority's property insurance for Fiscal Year 2023/24 for \$867,952.23 including fees and taxes; and
2. Approve to amend the insurance budget for an additional \$120,000 to cover the increase in insurance premiums.

3. INFORMATION ITEMS

A. COMPLIANCE REPORT

B. PROJECT MANAGER'S REPORT

C. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE QUARTER ENDED JUNE 30, 2023

4. DIRECTOR COMMENTS

Next regular meeting is scheduled for Monday, November 06, 2023 at 10:00 a.m.

5. ADJOURN

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Recording Secretary (909-993-1744), 48 hours prior to the scheduled meeting so that the Authority can make reasonable arrangements.

Declaration of Posting

I, Adrienne Fernandez, Recording Secretary to the Inland Empire Regional Composting Authority, hereby certify that a copy of this agenda has been posted by 5:30 p.m. at the Los Angeles County Sanitation District 1955 Workman Mill Road, Whittier, CA and at the IERCA's Administrative Building, 12645 Sixth Street, Rancho Cucamonga, CA and at the IEUA's main office, 6075 Kimball Ave., Chino, CA on Wednesday, August 02, 2022.



Adrienne Fernandez, Recording Secretary

**CONSENT
CALENDAR
ITEM**

1A

**REGULAR MEETING OF THE BOARD OF DIRECTORS OF
THE INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY (IERCA)
MAY 01, 2023
10:00 A.M.**

DIRECTORS PRESENT:

Jon Blickenstaff, Chairperson
Paul Hofer, Vice Chairperson
Shivaji Deshmukh, Director
Robert Ferrante, Director
Margaret Finlay, Director
Jasmin A. Hall, Director

STAFF or OTHERS PRESENT

Jeff Ziegenbein, Project Manager, IERCA
Mike Sullivan, Assistant Project Manager, IERCA
Adrienne Fernandez, Recording Secretary, IERCA
Martin Cihigoyenetché, General Counsel
Javier Chagoyen Lazaro, Treasurer, IERCA
Arin Boughan, Acting Manager, IERCA
Teresa Velarde, Manager of Internal Audit, IEUA
Sarah Recinto, Associate Engineer, IEUA
Nitin Patel, Principal, CliftonLarsonAllen LLP

A regular meeting of the Board of Directors of the IERCA was held at the Inland Empire Regional Composting Authority building located at 12645 6th St. Rancho Cucamonga, California on the above date.

Chairperson Blickenstaff, called the meeting to order at 10:01 a.m. and he led the pledge of allegiance to the flag. Recording Secretary, Adrienne Fernandez, took a roll call and established a quorum was present.

PUBLIC COMMENT

There were no public comments.

ADDITIONS TO THE AGENDA

None

INTRODUCTIONS

None

CONSENT CALENDAR

A. MINUTES

The Board approved the minutes from the February 06, 2023, regular meeting.

B. INVESTMENT AND DISBURSEMENT REPORT

The Board of Directors approved the months of January 2023 – March 2023:

1. Total disbursements in the amount of \$1,468,327.33.

No new investments during this period.

Moved by Vice Chairperson Hofer, seconded by Director Finlay, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer
Noes: None
Absent: None
Abstain: None

ACTION ITEMS

A. ADOPTION OF BUDGET FOR FISCAL YEAR 2023/24

The Board of Directors:

1. Adopted the Inland Empire Regional Composting Authority (IERCA) budget for fiscal year 2023/24;
2. Increased the tipping fee from \$59 to \$62.50 per wet ton; and
3. Approved a capital call of \$1.5 million to be shared equally by the Inland Empire Utilities Agency (IEUA) and Los Angeles County Sanitation Districts (LACSD) to support capital improvement project costs and meet the minimum reserve balance, as needed.

A brief discussion took place regarding the alternative options for electric loaders, cost of transportation, rising tipping fees and the comparison of costs to other municipalities. Jeff Ziegenbein provided detailed explanation on the operations and loaders utilized in the facility focusing on the rising fuel costs, unique work environments and size of facility, advising the Board that the IERCF is competitive with other agencies.

Moved by Director Finlay, seconded by Vice Chairperson Hofer, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer
Noes: None
Absent: None
Abstain: None

B. ANNUAL MANAGEMENT PLAN

The Board of Directors approved the Fiscal Year 2023/24 Annual Management Plan.

Moved by Director Finlay, seconded by Vice Chairperson Hofer, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer
Noes: None
Absent: None
Abstain: None

C. ADOPTION OF THE INVESTMENT POLICY FOR FY 2023/24

The Board of Directors adopted Resolution No. 2023-05-1, approving the Authority's Investment Policy for FY 2023/24.

Moved by Director Hall, seconded by Director Ferrante, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer
Noes: None
Absent: None
Abstain: None

D. ANNUAL COMPREHENSIVE FINANCIAL REPORT

The Board of Directors;

1. Approved the Inland Empire Regional Composting Authority (IERCA/Authority) Annual Financial Report for the Fiscal Year ended June 30, 2022, as presented; and
2. Directed staff to distribute the report, as appropriate, to the various federal, state, and local agencies, financial institutions, and other interested parties.

Moved by Director Hall, seconded by Director Ferrante, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer
Noes: None
Absent: None
Abstain: None

E. COMPLIANCE TESTING AND BUDGET AMENDMENT

The Board of Directors:

1. Authorized the Project Manager expend up to \$300,000 to verify compliance with biofilter source test requirements; and,
2. Amended the IERCA Fiscal Year 2023 Budget by \$300,000; and,
3. Authorized the Project Manager to finalize and execute the agreement.

The Board discussed the importance of the biofilter compliance and requested a follow up report item be brought to the next meeting.

Moved by Director Hall, seconded by Director Ferrante, the motion carried unanimously. The Board of Directors approved the Consent Calendar Items by the following vote:

Ayes: Blickenstaff, Deshmukh, Ferrante, Hall, Finlay, Hofer

Noes: None
Absent: None
Abstain: None

INFORMATION ITEMS

A. PROJECT MANAGER'S REPORT

Jeff Ziegenbein briefed the Board on the IERCF's throughput levels, compost sales and advised the Board that IERCF has passed over 600 days with no recordable or lost time incidents.

INFORMATION ITEM ONLY; NO ACTION TAKEN

B. TREASURER'S REPORT OF FINANCIAL AFFAIRS FOR THE QUARTER ENDED MARCH 31, 2023

Javier Chagoyen-Lazaro, IERCA Treasurer, presented the quarterly report ending March 31, 2023, with total cash, investments and restricted deposits equaled \$5,540,770 reflecting an increase of \$1,187,606 in comparison to the December balance of \$4,353,164. He explained the increase was primarily due to the timing of the Biosolids payments.

INFORMATION ITEM ONLY; NO ACTION TAKEN

DIRECTORS' COMMENTS

The Board requested a teleconference option be available for the public and staff to be able to attend IERCA Board Meetings.

The Board advised they appreciate internship opportunities at the IERCF.

With no further business, Chairperson Blickenstaff adjourned the meeting at 11:41 a.m.

Adrienne Fernandez, Recording Secretary
APPROVED:


**CONSENT
CALENDAR
ITEM**

1B



Date: August 7, 2023

To: Honorable Board of Directors

From: Kristine Day
Acting Treasurer 

Subject: Investment and Disbursement Report

RECOMMENDATION

It is recommended that the Board of Directors approve for the months of April 2023 – June 2023:

1. Total disbursements in the amount of \$5,151,717.60.

There were no new investments during this period.

BACKGROUND

The April - June 2023 disbursement activity includes check numbers 9001 - 9048 in the amount of \$84,346.86 and ACH and Wire Transfer payments of \$5,067,370.74 for vendor payments and investment. A detailed listing of the check register and electronic disbursements (ACH/Wire) is attached.

Payment Type	Checks From – To	Transactions	Total Amount
Check	9001 - 9048	48	\$ 84,346.86
ACH		121	\$ 5,066,996.74
Wire Transfer		1	\$ 374.00
TOTAL		170	\$ 5,151,717.60

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The total cash and position of the Authority is reduced by the amount of authorized disbursements and investment.

Regional Composting Auth
Rancho Cucamonga, CA
Company code 2000

Check Register
CBB Disbursement Account Apr-Jun'23

07/05/2023 / 16:05:22
User: CCAMPBRL
Page: 1

Bank	CBB	CITIZENS BUSINESS BANK					ONTARIO CA 917610000
Bank Key	122234149						
Acct number	CHECK	231157042					
Check							
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void	
009001	2200014345	04/06/2023	USD	5,306.77	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	04/11/2023	
009002	2200014346	04/06/2023	USD	600.91	VERIZON WIRELESS DALLAS TX	04/14/2023	
009003	2200014358	04/11/2023	USD	19.93	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	04/17/2023	
009004	2200014357	04/11/2023	USD	1,712.23	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	04/17/2023	
009005	2200014359	04/11/2023	USD	50.41	ZIEGENBEIN, JEFF CHINO HILLS CA	04/18/2023	
009006	2200014363	04/13/2023	USD	3,349.95	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	04/20/2023	
009007	2200014370	04/18/2023	USD	1,324.99	CINTAS CORPORATION- LOC#150 PHOENIX AZ	04/25/2023	
009008	2200014376	04/20/2023	USD	818.86	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	04/27/2023	
009009	2200014378	04/20/2023	USD	230.52	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/01/2023	
009010	2200014377	04/20/2023	USD	3,573.76	SOUTH COAST AQMD DIAMOND BAR CA	05/02/2023	
009011	2200014391	04/27/2023	USD	1,226.51	BURRTEC WASTE INDUSTRIES INC FONTANA CA	05/04/2023	
009012	2200014389	04/27/2023	USD	494.32	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/08/2023	
009013	2200014390	04/27/2023	USD	390.03	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	05/12/2023	
009014	2200014395	05/02/2023	USD	417.81	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	05/05/2023	
009015	2200014399	05/04/2023	USD	6,673.16	KAMAN INDUSTRIAL TECHNOLOGIES LOS ANGELES CA	05/11/2023	
009016	2200014414	05/09/2023	USD	6,370.35	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	05/15/2023	
009017	2200014416	05/09/2023	USD	1,808.49	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/17/2023	
009018	2200014415	05/09/2023	USD	1,380.25	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	05/17/2023	
009019	2200014431	05/11/2023	USD	311.28	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	05/22/2023	
009020	2200014433	05/11/2023	USD	461.04	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/30/2023	
009021	2200014434	05/11/2023	USD	9,836.90	MIKE'S WELDING ENTERPRISES INCFONTANA CA	05/24/2023	
009022	2200014432	05/11/2023	USD	304.72	VERIZON WIRELESS DALLAS TX	05/25/2023	
009023	2200014452	05/16/2023	USD	46.13	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	05/22/2023	
009024	2200014453	05/16/2023	USD	439.32	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/24/2023	
009025	2200014459	05/18/2023	USD	1,113.15	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	05/22/2023	
009026	2200014461	05/18/2023	USD	863.40	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/30/2023	
009027	2200014460	05/18/2023	USD	701.55	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	05/26/2023	
009028	2200014466	05/23/2023	USD	548.34	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	05/30/2023	
009029	2200014467	05/23/2023	USD	2,219.36	HCI SYSTEMS INC ONTARIO CA	05/30/2023	
009030	2200014478	05/25/2023	USD	1,226.51	BURRTEC WASTE INDUSTRIES INC FONTANA CA	05/31/2023	
009031	2200014477	05/25/2023	USD	1,612.91	CINTAS CORPORATION- LOC#150 PHOENIX AZ	05/31/2023	
009032	2200014492	05/31/2023	USD	2,337.13	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/05/2023	
009033	2200014493	05/31/2023	USD	230.52	CINTAS CORPORATION- LOC#150 PHOENIX AZ	06/06/2023	
009034	2200014502	06/06/2023	USD	1,226.51	BURRTEC WASTE INDUSTRIES INC FONTANA CA	06/12/2023	
009035	2200014500	06/06/2023	USD	679.42	CINTAS CORPORATION- LOC#150 PHOENIX AZ	06/14/2023	
009036	2200014501	06/06/2023	USD	385.08	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	06/09/2023	
009037	2200014512	06/08/2023	USD	227.50	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/12/2023	
009038	2200014513	06/08/2023	USD	39.86	CUCAMONGA VALLEY WATER DISTRICTLOS ANGELES CA	06/14/2023	
009039	2200014528	06/13/2023	USD	4,059.98	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/20/2023	
009040	2200014530	06/13/2023	USD	661.32	CINTAS CORPORATION- LOC#150 PHOENIX AZ	06/21/2023	
009041	2200014529	06/13/2023	USD	763.89	CINTAS FIRST AID & SAFETY LOCCINCINNATI OH	06/23/2023	
009042	2200014539	06/15/2023	USD	7,325.41	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/20/2023	
009043	2200014546	06/22/2023	USD	2,695.45	CUTTING EDGE SUPPLY CO COLTON CA	06/28/2023	
009044	2200014549	06/27/2023	USD	3,160.04	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	06/30/2023	

Regional Composting Auth
 Rancho Cucamonga, CA
 Company code 2000

Check Register
 CBB Disbursement Account Apr-Jun'23

07/05/2023 / 16:05:22
 User: CCAMPBEL
 Page: 2

Bank	CBB	CITIZENS BUSINESS BANK		ONTARIO CA 917610000		
Bank Key	122234149					
Acct number	CHECK	231157042				
Check						
Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
009045	2200014551	06/27/2023	USD	679.42	CINTAS CORPORATION- LOC#150 PHOENIX AZ	
009046	2200014550	06/27/2023	USD	648.00	SAN BERNARDINO COUNTY DEPT OF SAN BERNARDINO CA	
009047	2200014562	06/29/2023	USD	2,853.53	APPLIED INDUSTRIAL TECHNOLOGIEPASADENA CA	
009048	2200014563	06/29/2023	USD	939.94	CINTAS CORPORATION- LOC#150 PHOENIX AZ	
* Payment method Check			USD	84,346.86		

Total of all entries

Check Register
CBB Disbursement Account Apr-Jun'23

07/05/2023 / 16:05:22
User: CCAMPBEL
Page: 3

Check number from to	Payment	Pmnt date	Crcy	Amount paid (FC)	Recipient/void reason code	Enca./void
**			USD	84,346.86		

Report: ZFIR TREASURER		Inland Empire Regional Composting		Page	1
For 04/01/2023 ~ 06/30/2023		Treasurer Report		Date	07/05/2023
Check	Payee / Description				Amount
ACH	INLAND EMPIRE UTILITIES AGENCY				
	IEUA NRW charges 2/2023	90034021			2,011.86
	2/23 Bldg Lease Pymt	90033787			7,416.31
				- - - - -	- - - - -
	INLAND EMPIRE UTILITIES AGENCY\$				9,428.17
ACH	COUNTY SANITATION DISTRICTS				
	2/2023 Construction Inspection	39775			250.00
				- - - - -	- - - - -
	COUNTY SANITATION DISTRICTS \$				250.00
ACH	SOUTHWEST ALARM SERVICE				
	RCA Monitoring Security System April 202 080093				462.00
				- - - - -	- - - - -
	SOUTHWEST ALARM SERVICE \$				462.00
ACH	MODULAR BUILDING CONCEPTS INC				
	04/23 Trailer/Step/Ramp Rental	216098			1,050.56
				- - - - -	- - - - -
	MODULAR BUILDING CONCEPTS INC \$				1,050.56
ACH	STAPLES CONTRACT & COMMERCIAL				
	Windex	3533328634			142.10
				- - - - -	- - - - -
	STAPLES CONTRACT & COMMERCIAL \$				142.10
ACH	Inland Empire Utilities Agency				
	Nov 2022 L&B Charges-IEUA Interco Billin SAP1122-RCAL&				320,845.07
	Nov 2022 O&M Charges-IEUA Interco Billin SAP1122-RCOA&				56,032.53
	August 2022 Charges-IEUA Inter Co Billin SAP0822-RCOA&				357.50
	June 2022 O&M Charges IEUA Interco Billi SAP0622-RCOA&				13,704.59
	Dec 2022 L&B Charges-IEUA Interco Billin SAP1222-RCAL&				271,502.16
	December 2022 O&M Charges-IEUA Interco B SAP1222-RCOA&				499,743.16
				- - - - -	- - - - -
	Inland Empire Utilities Agency\$				1,162,185.01
ACH	AIRGAS USA LLC				
	RCA- Cylinder Rental 2/1/23-2/28/23	9995524054			35.28
				- - - - -	- - - - -
	AIRGAS USA LLC \$				35.28
ACH	GRAINGER INC				
	REPLACEMENT AMMONIA SENSOR	9635502678			534.84
				- - - - -	- - - - -
	GRAINGER INC \$				534.84
ACH	KONICA MINOLTA BUSINESS SOLUTI				
	02/13/2023-03/12/2023	9009201789			19.49
				- - - - -	- - - - -
	KONICA MINOLTA BUSINESS SOLUTI\$				19.49
ACH	PALM AUTO DETAIL INC				
	3/23 Carwash Svcs f/Agency Fleet Vehicle 23389-1				717.80
				- - - - -	- - - - -
	PALM AUTO DETAIL INC \$				717.80
ACH	RDO EQUIPMENT COMPANY				
	ENGINE CONTROLL	W9215535			3,073.68

Report: ZFIR TREASURER		Inland Empire Regional Composting		Page	2
For 04/01/2023 ~ 06/30/2023		Treasurer Report		Date	07/05/2023
Check	Payee / Description				Amount
	RDO EQUIPMENT COMPANY	\$		- - - - -	3,073.68
ACH	DAVID WHEELER'S PEST CONTROL I RCA-3/22/23 Pest Control Svcs	65978		- - - - -	31.00
	DAVID WHEELER'S PEST CONTROL I\$			- - - - -	31.00
ACH	CASCO EQUIPMENT CORPORATION Inspect & Repair Man Doors	144723		- - - - -	432.50
	CASCO EQUIPMENT CORPORATION	\$		- - - - -	432.50
ACH	Inland Empire Utilities Agency February 2023 O&M Charges IEUA Interco B SAP0223-RCAO& February 2023 L&B Charges-IEUA Interco B SAP0223-RCAL&				57,702.82 290,234.64
	Inland Empire Utilities Agency\$			- - - - -	347,937.46
ACH	DELL MARKETING L P Dell Latitude,Monitor	10662676747		- - - - -	2,603.62
	DELL MARKETING L P	\$		- - - - -	2,603.62
ACH	EGGLETON TRUCKING INC 3/28 Compost Hauling-Thermal	5401		- - - - -	737.76
	EGGLETON TRUCKING INC	\$		- - - - -	737.76
ACH	RADAR ENVIRONMENTAL INC March 2023 Monthly Site Survey and Servi 2032			- - - - -	496.65
	RADAR ENVIRONMENTAL INC	\$		- - - - -	496.65
ACH	DIVERSIFIED THERMAL SERVICES I RCA-2/23 Maint Contract Svcs	S36613		- - - - -	2,541.00
	DIVERSIFIED THERMAL SERVICES I\$			- - - - -	2,541.00
ACH	GRAINGER INC Drills, and cables Cartridge/Filter Tapes,Safety Glasses,Gloves,Cartridge	9663024942 9663024959 9662472159			460.84 484.62 539.47
	GRAINGER INC	\$		- - - - -	1,484.93
ACH	RDO EQUIPMENT COMPANY AT309550 LAMP	P1143535		- - - - -	42.10
	RDO EQUIPMENT COMPANY	\$		- - - - -	42.10
ACH	VIRAMONTES EXPRESS INC Service for RCA 03/09-03/23	128637		- - - - -	3,374.80
	VIRAMONTES EXPRESS INC	\$		- - - - -	3,374.80
ACH	INLAND EMPIRE UTILITIES AGENCY 08/2022 IERCF Energy Storage System Mgmt Bottled Water Charged to IEUA P-Card	1800005025A 1800005028			20,781.25 431.96

Report: ZFIR TREASURER		Inland Empire Regional Composting		Page	3
For 04/01/2023 ~ 06/30/2023		Treasurer Report		Date	07/05/2023
Check	Payee / Description				Amount
	3/23 Bldg Lease Pymt	90034043			7,416.31

	INLAND EMPIRE UTILITIES AGENCY\$				28,629.52
ACH	SOUTHWEST ALARM SERVICE				
	RCA Monitoring Security System March 202 079807				462.00

	SOUTHWEST ALARM SERVICE	\$			462.00
ACH	RDO EQUIPMENT COMPANY				
	AT374052 FLOODLAMP	P1143435			3,297.80

	RDO EQUIPMENT COMPANY	\$			3,297.80
ACH	BEJAC CORPORATION				
	Fuel Tannk Caps	C17128			237.30

	BEJAC CORPORATION	\$			237.30
ACH	PRIORITY BUILDING SERVICES LLC				
	Services for March 2023 Inland Empire Re 87476				1,346.23

	PRIORITY BUILDING SERVICES LLC\$				1,346.23
ACH	U S BANK				
	*4246044555725724 4/23 Credit Card Chgs 5572 5724 4/2				36,254.99

	U S BANK	\$			36,254.99
ACH	TRICO CORPORATION				
	Prof. Srvs 02/08-02/28/23 Supp. Equip.	P65623			308.00
	Prof. Srvs 02/02-03/03/23 loaders	P65625			224.00
	Prof. Srvs. Adv. Analysis 01/1923-02/17	P65624			315.00
	Prof. Serv. 03/09	P65621			315.00
	Prof. Srvs. Adv. Analysis 1/4/2023-3/17/	P65626			35.00

	TRICO CORPORATION	\$			1,197.00
ACH	LIBERTY LANDSCAPING INC				
	April Monthly Maintenance	115845			919.00

	LIBERTY LANDSCAPING INC	\$			919.00
ACH	INLAND EMPIRE UTILITIES AGENCY				
	10/22-12/22 2Q23 NRW Strength Charges	90033718			1,541.19

	INLAND EMPIRE UTILITIES AGENCY\$				1,541.19
ACH	ROYAL INDUSTRIAL SOLUTIONS				
	AC VOLT TMNG RLY	6441-1075391			671.80
	parts	6441-1075446			490.96
	Cables	6441-1079530			215.07

	ROYAL INDUSTRIAL SOLUTIONS	\$			1,377.83
ACH	WAXIE SANITARY SUPPLY				
	Forks & Spoons	81639435			107.08
	DIXIE ULTRA SS SERIES-T KNIVES	81658244			53.54

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	WAXIE SANITARY SUPPLY		\$		160.62
ACH	GRAINGER INC				
	Hose Clamp	9679535659			8.07
	Neckband, Batteries, Gloves	9679185273			207.19
	Cables, Drills, Hose Clamps	9679185281			80.90
	CUTOFF WHEEL, RIGHTCUT, 4-1/2"X.040"X7/8"	9685802168			161.09
	OXYGEN SENSOR KIT, ULTIMA, TOXGARD Mftr #	9673937596			1,016.27
	SURGE PROTECTOR OUTLETS	9671677061			213.28
				- - - - -	
	GRAINGER INC		\$		1,686.80
ACH	PALM AUTO DETAIL INC				
	Truck Wash 04/05/04/26	23489-1			601.40
				- - - - -	
	PALM AUTO DETAIL INC		\$		601.40
ACH	BEJAC CORPORATION				
	L566 Wheel Loader	00E00022			611,481.25
				- - - - -	
	BEJAC CORPORATION		\$		611,481.25
ACH	EGGLETON TRUCKING INC				
	Hauling Load SD 04/19	194636			541.50
	Compost Transportation	5476			547.20
	Compost Transportation	5477			722.76
	Compost Transportation	5449			979.80
				- - - - -	
	EGGLETON TRUCKING INC		\$		2,791.26
ACH	ALLIANCE SOURCE TESTING LLC				
	2/23 Biofilter Testing	INV9121			79,500.00
				- - - - -	
	ALLIANCE SOURCE TESTING LLC		\$		79,500.00
ACH	HARRINGTON INDUSTRIAL PLASTICS				
	19-1/2" FILTER PLUS PLEAT BRN END CAP	012M4120			4,807.50
				- - - - -	
	HARRINGTON INDUSTRIAL PLASTICS		\$		4,807.50
ACH	ROYAL INDUSTRIAL SOLUTIONS				
	CLEAR E18MOG HPS LAMP (85379)	6441-1089624			594.78
				- - - - -	
	ROYAL INDUSTRIAL SOLUTIONS		\$		594.78
ACH	PETE'S ROAD SERVICE				
	LABOR MINIMUM OTR SERVICE CALL	23-0663873-00			350.00
				- - - - -	
	PETE'S ROAD SERVICE		\$		350.00
ACH	GRAINGER INC				
	Gloves , Masks	9691794565			128.23
	Drills	9691794532			219.03
				- - - - -	
	GRAINGER INC		\$		347.26
ACH	KONICA MINOLTA BUSINESS SOLUTI				
	03/13/2023-04/12/2023 COPIER/PRINTER	9009261257			18.54
				- - - - -	

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	KONICA MINOLTA BUSINESS SOLUTI\$				18.54
ACH	SOIL CONTROL LAB				
	4/26/23 Finished Compost - Package (Soli 3040179				349.00
	4/19 Size Distribution and Inerts (Solid 3040180				48.00
				- - - - -	- - - - -
	SOIL CONTROL LAB		\$		397.00
ACH	RDO EQUIPMENT COMPANY				
	Floodlamp	P1624235			824.45
	FRTIN, SUBLETLABOR, T196237	W9268735			991.14
				- - - - -	- - - - -
	RDO EQUIPMENT COMPANY		\$		1,815.59
ACH	DAVID WHEELER'S PEST CONTROL I				
	RCA-4/22/23 Pest Control Svcs	66652			928.00
				- - - - -	- - - - -
	DAVID WHEELER'S PEST CONTROL I\$				928.00
ACH	VIRAMONTES EXPRESS INC				
	Compost Hauling	128742			6,847.54
	Composting Transportation 04/10-4/14	128795			10,275.44
				- - - - -	- - - - -
	VIRAMONTES EXPRESS INC		\$		17,122.98
ACH	LIBERTY LANDSCAPING INC				
	May Monthly Maintenance	116463			919.00
				- - - - -	- - - - -
	LIBERTY LANDSCAPING INC		\$		919.00
ACH	WEST SALEM MACHINERY CO				
	WHEELASSEMBLY,SUPPORT,8XXT	821717			2,833.64
				- - - - -	- - - - -
	WEST SALEM MACHINERY CO		\$		2,833.64
ACH	CE SCHMIDT ENVIRONMENTAL CONSU				
	Engineering Evaluation	1849			25,702.63
				- - - - -	- - - - -
	CE SCHMIDT ENVIRONMENTAL CONSU\$				25,702.63
ACH	INLAND EMPIRE UTILITIES AGENCY				
	3/23 NRW Charges	90034277			2,336.45
				- - - - -	- - - - -
	INLAND EMPIRE UTILITIES AGENCY\$				2,336.45
ACH	PETE'S ROAD SERVICE				
	Service Call	23-0668253-00			732.00
				- - - - -	- - - - -
	PETE'S ROAD SERVICE		\$		732.00
ACH	GRAINGER INC				
	Fuse Holders	9686861478			22.17
				- - - - -	- - - - -
	GRAINGER INC		\$		22.17
ACH	KONICA MINOLTA BUSINESS SOLUTI				
	03/27-04/26 Maintenance Agreement	9009284332			28.04
				- - - - -	- - - - -
	KONICA MINOLTA BUSINESS SOLUTI\$				28.04

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ACH	RDO EQUIPMENT COMPANY Replace Fuse Panel repair and trip	W9246635	2,258.77
			- - - - -
	RDO EQUIPMENT COMPANY	\$	2,258.77
ACH	DAVID WHEELER'S PEST CONTROL I Refill Rat Boxes	67154	928.00
	RCA 4/26/23 Pest Control	66427	31.00
			- - - - -
	DAVID WHEELER'S PEST CONTROL I\$		959.00
ACH	TRICO CORPORATION 2/23-3/29/23 Oil Analysis	P65860	189.00
	Advanced Analysis & Service	P65859	63.00
			- - - - -
	TRICO CORPORATION	\$	252.00
ACH	EGGLETON TRUCKING INC 4/25/23 Compost Hauling-Hesperia	5538	329.46
	5/8/23 Compost Hauling-Winchester	5579	361.38
	4/25/23 Compost Hauling-Nuevo	5539	323.76
	4/27 Compost Hauling-Riverside	5540	228.00
			- - - - -
	EGGLETON TRUCKING INC	\$	1,242.60
ACH	PRIORITY BUILDING SERVICES LLC April 2023 Janitorial Svcs	87815	1,204.31
			- - - - -
	PRIORITY BUILDING SERVICES LLC\$		1,204.31
ACH	VIRAMONTES EXPRESS INC Compost Hauling-Palmdale	128857	6,834.45
			- - - - -
	VIRAMONTES EXPRESS INC	\$	6,834.45
ACH	RADAR ENVIRONMENTAL INC 4/23 Monthly Site Survey	2061	52.50
			- - - - -
	RADAR ENVIRONMENTAL INC	\$	52.50
ACH	AGRICULTURAL SOIL PRODUCTS LLC 392.35 yards ofBio FilterMedia	14091	8,631.70
			- - - - -
	AGRICULTURAL SOIL PRODUCTS LLC\$		8,631.70
ACH	LAW OFFICE OF CURTIS L COLEMAN Prof Serv for 460003140 Regulatory	1113	1,175.00
			- - - - -
	LAW OFFICE OF CURTIS L COLEMAN\$		1,175.00
ACH	WAXIE SANITARY SUPPLY Dixie 12 oz	81679264	123.31
			- - - - -
	WAXIE SANITARY SUPPLY	\$	123.31
ACH	RDO EQUIPMENT COMPANY Filters	P1525935	304.46
			- - - - -

Check	Payee / Description	Amount
	RDO EQUIPMENT COMPANY \$	304.46
ACH	STAPLES CONTRACT & COMMERCIAL Brother Ink Cartridges 3537594444	184.83
	STAPLES CONTRACT & COMMERCIAL \$	184.83
ACH	INLAND EMPIRE UTILITIES AGENCY So Calif Edison November 2021 - June 202 1800005033	722,439.11
	INLAND EMPIRE UTILITIES AGENCY\$	722,439.11
ACH	KONICA MINOLTA BUSINESS SOLUTI 04/13-05/12 COPIER/PRINTER 9009316186	20.26
	KONICA MINOLTA BUSINESS SOLUTI\$	20.26
ACH	RDO EQUIPMENT COMPANY Knob, Isolator P1719135	259.05
	RDO EQUIPMENT COMPANY \$	259.05
ACH	BEJAC CORPORATION Inner & Outer Air C17890	514.59
	BEJAC CORPORATION \$	514.59
ACH	R & S INDUSTRIAL FIELD SERVICE Emergency Belt Replacement 3501	6,170.00
	Repair Ducting 3519	7,003.84
	R & S INDUSTRIAL FIELD SERVICE\$	13,173.84
ACH	EGGLETON TRUCKING INC 02/26 Compost Hauling- Riverside 5302	236.00
	05/23 Compost Hauling-La Habra 5667	326.57
	5/09 Compost Hauling - La Habra 5616	326.57
	05/10 Compost Hauling-Nuevo 5617	320.92
	05/15/23 Compost Hauling-Winchester 5618	358.21
	02/28 Compost Hauling- San Diego 5303	674.96
	EGGLETON TRUCKING INC \$	2,243.23
ACH	Inland Empire Utilities Agency April 2023 O&M Charges-IEUA Interco Bill SAP0423-RCAO&	22,048.74
	March 2023 L&B Charges-IEUA Interco Bill SAP0323-RCAL&	329,847.26
	March 2023 O&M Charges IEUA Interco Bill SAP0323-RCAO&	258,687.15
	April 2023 L&B Charges-IEUA Interco Bill SAP0423-RCAL&	324,766.20
	Inland Empire Utilities Agency\$	935,349.35
ACH	INLAND EMPIRE UTILITIES AGENCY 4/23 NRW Charges 90034652	2,131.88
	INLAND EMPIRE UTILITIES AGENCY\$	2,131.88
ACH	COUNTY SANITATION DISTRICTS 3/23 Contruction Inspection 40460	250.00

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	COUNTY SANITATION DISTRICTS	\$			250.00
ACH	ROYAL INDUSTRIAL SOLUTIONS CHLORIDE FIXTURE	6441-1082461			2,093.31
	ROYAL INDUSTRIAL SOLUTIONS	\$			2,093.31
ACH	WAXIE SANITARY SUPPLY Logo, White Bar, Cups, Hand Soap,Dish De	81688744			896.70
	WAXIE SANITARY SUPPLY	\$			896.70
ACH	RDO EQUIPMENT COMPANY SEAL	P1826935			93.45
	RDO EQUIPMENT COMPANY	\$			93.45
ACH	EGGLETON TRUCKING INC 05/23 Compost Hauling-Riverside 5/22 Compost Hauling-Winchester 05/23 Compost Hauling-San Diego	5668 5670 5669			226.00 358.21 2,585.44
	EGGLETON TRUCKING INC	\$			3,169.65
ACH	STAPLES CONTRACT & COMMERCIAL Copy Paper	3538501519			284.07
	STAPLES CONTRACT & COMMERCIAL	\$			284.07
ACH	IBS INLAND VALLEY Batteries and Cores	140038104			1,878.91
	IBS INLAND VALLEY	\$			1,878.91
ACH	AGRICULTURAL SOIL PRODUCTS LLC 12/22-12/28 744.69 Yds Bio Filter Media 10/10-10/14 685.37 Yds Bio Filter Media 10/3-10/6 587.22 Yds Bio Filter Media	14078 14310-CR 14309-CR			16,383.18 1,621.40- 1,855.04-
	AGRICULTURAL SOIL PRODUCTS LLC	\$			12,906.74
ACH	U S BANK *4246044555725724 5/23 Credit Card Chgs	5572 5724 5/2			27,915.52
	U S BANK	\$			27,915.52
ACH	INLAND EMPIRE UTILITIES AGENCY 4/23 Bldg Lease Pymt	90034676			7,699.85
	INLAND EMPIRE UTILITIES AGENCY	\$			7,699.85
ACH	VIRAMONTES EXPRESS INC 5/2-5/11 Compost Hauling	128986			15,462.96
	VIRAMONTES EXPRESS INC	\$			15,462.96
ACH	UNITED REFRIGERATION INC KOLDWAVE PORTABLE A/C 92K AIR COOLED	89974118-00			13,157.77

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	UNITED REFRIGERATION INC		\$		13,157.77
ACH	COUNTY SANITATION DISTRICTS				
	4/23 C4051-Construction Inspection	40613			303.00
				- - - - -	
	COUNTY SANITATION DISTRICTS		\$		303.00
ACH	SOUTHWEST ALARM SERVICE				
	Monitoring Security System June 2023	080664			462.00
	Monitoring Security System May 2023	080372			462.00
				- - - - -	
	SOUTHWEST ALARM SERVICE		\$		924.00
ACH	WAXIE SANITARY SUPPLY				
	CLEAN & SOFT WHITE, ENMOTION, NEW WHITE	81583823&CM			567.99
				- - - - -	
	WAXIE SANITARY SUPPLY		\$		567.99
ACH	SOIL CONTROL LAB				
	5/31/23 Feedstock Complete (Solids)	3050394			525.00
	5/31/23 Finished Compost Pkg	3050324			698.00
	5/31/23 Size Distribution and Inerts (So	3050323			48.00
				- - - - -	
	SOIL CONTROL LAB		\$		1,271.00
ACH	EGGLETON TRUCKING INC				
	5/23 Compost Hauling-San Diego	5692			7,756.32
	5/23 Compost Hauling-San Diego	5693			1,073.50
	5/23 Compost Hauling-Winchester	5695			358.21
				- - - - -	
	EGGLETON TRUCKING INC		\$		9,188.03
ACH	MODULAR BUILDING CONCEPTS INC				
	05/23 Trailer/Step/Ramp Rental	216401			1,050.56
	06/23 Trailer/Step/Ramp Rental	216719			1,050.56
				- - - - -	
	MODULAR BUILDING CONCEPTS INC		\$		2,101.12
ACH	LAW OFFICE OF CURTIS L COLEMAN				
	Prof Serv for 460003140 Regulatory Issue 1115				1,300.00
				- - - - -	
	LAW OFFICE OF CURTIS L COLEMAN		\$		1,300.00
ACH	INLAND EMPIRE UTILITIES AGENCY				
	1/23-3/23 Chemical Oxygen Demand Charges	90034761			15,044.65
	5/23 Bldg Lease Pymt	90034771			7,699.85
				- - - - -	
	INLAND EMPIRE UTILITIES AGENCY		\$		22,744.50
ACH	PALM AUTO DETAIL INC				
	5/23 Carwash Svcs f/Agency Fleet Vehicle	23589-1			717.80
				- - - - -	
	PALM AUTO DETAIL INC		\$		717.80
ACH	TRICO CORPORATION				
	4/23-5/23 Oil Analysis	P66188			91.00
	4/23-5/23 Oil Analysis	P66187			455.00
	4/12-5/9/23 Oil Analysis	P66189			245.00
	4/13-5/8/23 Oil Analysis	P66190			280.00

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	4/25/23 Oil Analysis	P66191			105.00
				- - - - -	
	TRICO CORPORATION		\$		1,176.00
ACH	AUTOZONE PARTS INC Windshield Fluid	5623441209			57.54
				- - - - -	
	AUTOZONE PARTS INC		\$		57.54
ACH	BEJAC CORPORATION Wiper Motor and Arm WIPER MOTOR AND ARM	C18324 C04400			438.54 1,261.20
				- - - - -	
	BEJAC CORPORATION		\$		1,699.74
ACH	EGGLETON TRUCKING INC 05/31-06/02/23 Compost Hauling- San Dieg 5757				7,756.32
				- - - - -	
	EGGLETON TRUCKING INC		\$		7,756.32
ACH	PRIORITY BUILDING SERVICES LLC Services for May 2023 Inland Empire Regi 88181				1,204.31
				- - - - -	
	PRIORITY BUILDING SERVICES LLC		\$		1,204.31
ACH	VIRAMONTES EXPRESS INC 5/24 Compost Hauling Rancho to Perris	129042			752.40
				- - - - -	
	VIRAMONTES EXPRESS INC		\$		752.40
ACH	LIBERTY LANDSCAPING INC June Monthly Maintenance	117312			919.00
				- - - - -	
	LIBERTY LANDSCAPING INC		\$		919.00
ACH	DIVERSIFIED THERMAL SERVICES I Parts, Labor	S38229			849.65
				- - - - -	
	DIVERSIFIED THERMAL SERVICES I		\$		849.65
ACH	GRAINGER INC Padlock	9720203828			81.01
				- - - - -	
	GRAINGER INC		\$		81.01
ACH	KONICA MINOLTA BUSINESS SOLUTI BIZHUB C454e COPIER/PRINTER 4/27-5/26 Copier/Printer Svcs	9009343753 9009338967			5.13 15.11
				- - - - -	
	KONICA MINOLTA BUSINESS SOLUTI		\$		20.24
ACH	DAVID WHEELER'S PEST CONTROL I RCA-5/30 Pest Control Svcs	66918			31.00
				- - - - -	
	DAVID WHEELER'S PEST CONTROL I		\$		31.00
ACH	EGGLETON TRUCKING INC 5/30 & 6/1 Compost Hauling	5756			452.00
				- - - - -	

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	EGGLETON TRUCKING INC		\$		452.00
ACH	WAXIE SANITARY SUPPLY SCOTT PAPER TOWELS, NEW WHITE BAR, HAND 81744703				625.78
	WAXIE SANITARY SUPPLY		\$		625.78
ACH	DAVID WHEELER'S PEST CONTROL I RCA-6/7 Pest Control Svcs 67508				190.00
	DAVID WHEELER'S PEST CONTROL I\$				190.00
ACH	BIG SKY ELECTRIC INC Switchgear Inspection 22-035-02				17,897.00
	BIG SKY ELECTRIC INC		\$		17,897.00
ACH	VIRAMONTES EXPRESS INC 5/30-6/5 Compost Hauling 129203				4,540.34
	5/24-5/25 Compost Hauling 129138				1,163.90
	5/26 RCA to San Diego Compost Hauling 129051				15,483.26
	VIRAMONTES EXPRESS INC		\$		21,187.50
ACH	RDO EQUIPMENT COMPANY Engine Control Repair W9226135				2,750.43
	RDO EQUIPMENT COMPANY		\$		2,750.43
ACH	EGGLETON TRUCKING INC 6/5/23 Compost Hauling-Newhall 5774				433.44
	6/6-6/9 Compost Hauling-San Diego 5776				10,250.24
	6/9/23 Compost Hauling-Riverside 5775				224.00
	EGGLETON TRUCKING INC		\$		10,907.68
ACH	DAVID WHEELER'S PEST CONTROL I Refill Rat Boxes 67666				928.00
	DAVID WHEELER'S PEST CONTROL I\$				928.00
ACH	EGGLETON TRUCKING INC 6/15-6/16 Compost Hauling-Riverside 5825				443.52
	6/6/23 Compost/Hauling-Fontana 5772.01				221.76
	EGGLETON TRUCKING INC		\$		665.28
ACH	DIVERSIFIED THERMAL SERVICES I Maintenance Contract - May 2023 PM S37737				2,541.00
	DIVERSIFIED THERMAL SERVICES I\$				2,541.00
ACH	CE SCHMIDT ENVIRONMENTAL CONSU Engineering Evaluation of Biofilter 1856				15,550.00
	CE SCHMIDT ENVIRONMENTAL CONSU\$				15,550.00
ACH	EGGLETON TRUCKING INC 6/15/23 Compost Hauling-Valley Center 5826				537.60

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	EGGLETON TRUCKING INC	\$		- - - - -	537.60
ACH	U S BANK *4246044555725724 6/23 Credit Card Chgs 5572 5724 6/2			- - - - -	33,321.31
	U S BANK	\$		- - - - -	33,321.31
ACH	INLAND EMPIRE UTILITIES AGENCY 12/22 NRW charges 90033447			- - - - -	1,858.04
	1/23 Bldg Lease Pymt 90033517			- - - - -	7,416.31
	1/23 NRW charges 90033770			- - - - -	2,255.46
	INLAND EMPIRE UTILITIES AGENCY\$			- - - - -	11,529.81
ACH	BEJAC CORPORATION Wiper Blades C18758			- - - - -	2,202.86
	BEJAC CORPORATION	\$		- - - - -	2,202.86
ACH	Inland Empire Utilities Agency 3/21-6/22 P-Card Purchases on IEUA Cards 1800005088			- - - - -	7,714.56
	May 2023 L&B Charges-IEUA Interco Billin SAP0523-RCAL&			- - - - -	368,979.44
	May 2023 O&M Charges IEUA Interco Billin SAP0523-RCAO&			- - - - -	242,751.48
	March 2023 O&M Charges IEUA Interco Bill SAP0323-RCAO&			- - - - -	119,416.67
	Inland Empire Utilities Agency\$			- - - - -	738,862.15

Grand Total Payment Amount: \$ 5,066,996.74

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Check	Payee / Description	Amount
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Wire	STATE BOARD OF EQUALIZATION	
	1/1/23-3/31/23 State Sales/Use Tax-1st Q 101-112048 3/	374.00
		- - - - -
	STATE BOARD OF EQUALIZATION \$	374.00

Grand Total Payment Amount: \$ 374.00


**ACTION
ITEM**

2A



Date: August 7, 2023

To: Honorable Board of Directors

From: Kristine Day
Acting Treasurer  ^{DS}

Subject: Adoption of Depository Agreement and Investment Fund Signatory Resolutions

RECOMMENDATION

It is recommended that the Board of Directors:

1. Adopt Resolution No. 2023-8-1, authorizing and designating signatories for depository agreement, depository cards, deposits, transfers, checks, and withdrawal of funds.
2. Adopt Resolution No. 2023-8-2, authorizing participation in the Local Agency Investment Fund and designating signatories for the deposit and withdrawal of funds.
3. Adopt Resolution No. 2023-8-3, authorizing investment of monies in the Los Angeles County Pooled Surplus Investment Fund.

BACKGROUND

The attached resolutions have been revised to reflect recent changes in the Authority's signatories.

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

RESOLUTION NO. 2023-8-1

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING AND DESIGNATING SIGNATORIES OF
DEPOSITORY AGREEMENTS, DEPOSITORY CARDS,
DEPOSITS, TRANSFERS, CHECKS, AND WITHDRAWALS
OF FUNDS**

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors as follows:

Section 1. Depository Agreements. The Treasurer, or Alternate Treasurer, of the Inland Empire Regional Composting Authority (“IERCA”), hereby is authorized to enter into and execute agreements for the deposit or withdrawal of IERCA funds in accounts, pursuant to California Government Code (CGC) §53600, et seq.

Section 2. Depository Cards. That the persons authorized and directed to execute depository cards for the deposit or withdrawal of funds, for all bank accounts of IERCA is designated as follows, effective, August 7, 2023:

Shivaji Deshmukh	-	Director
Christiana Daisy	-	Alternate Director
Kristine Day	-	Acting Treasurer
Jeffrey R. Ziegenbein	-	Project Manager
Randy C. Lee	-	Acting Director of Finance, IEUA
Alexander Lopez	-	Budget Officer, IEUA

Section 3. Signing of Checks. Checks of the Inland Empire Regional Composting Authority shall be signed as follows:

a) Any check up to \$10,000 shall be signed by any one (1) person under Section 2, or with the facsimile signature of a Director listed above.

b) Any check in excess of \$10,000 shall be signed by any (2) signatories listed under Section 2, or one (1) signatory listed under Section 2 and the facsimile signature of a Director listed above.

Section 4. Intrabank Transfers. Written authorization to transfer funds between the Authority’s accounts shall be signed by any two (2) persons listed under Section 2.

Section 5. Interbank Transfers. Written authorization to transfer funds between the Authority's accounts, held in any of several financial institutions, shall be signed by any two (2) persons listed under Section 2.

Section 6. Newly Issued Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. Any designated IERCA Director, The Inland Empire Regional Composting Authority Treasurer or Alternate Treasurer, or the Inland Empire Utilities Agency employees listed under Section 2 shall sign receipts for "Notices to Depository-Penalty for Early Withdrawal of Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit" covering new Deposits issued to the IERCA.

Section 7. Maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit. That any designated IERCA Director, Treasurer, or Alternate Treasurer, or Inland Empire Utilities Agency employees listed under Section 2 shall endorse a maturing Time Deposits, Certificates of Deposit and Placement Service Certificates of Deposit when such an endorsement is required by the issuing financial institution at redemption.

Section 8. This resolution shall take effect from and after its date of adoption.

Section 9. Rescission of Resolution. Upon adoption of this resolution, Resolution No. 2022-11-2 is hereby rescinded in its entirety.

ADOPTED this 7th day of August 2023.

Jon Blickenstaff
Chairperson

ATTEST:

Paul Hofer
Vice Chairperson

RESOLUTION NO 2023-8-2

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING INVESTMENT OF MONIES IN THE LOCAL
AGENCY INVESTMENT FUND**

WHEREAS, Pursuant to Chapter 730 of the statutes of 1976 Section 16429.1 which was added to the California Government Code to create a Local Agency Investment Fund in the State Treasury for the deposit of money of a local agency for purposes of investment by the State Treasurer: and

WHEREAS, the Authority does hereby find that the deposit and withdrawal of money in the Local Agency Investment Fund in accordance with the provision of Section 16429.1 of the Government Code for the purpose for investment as stated is in the best interest of the Inland Empire Regional Composting Authority (“IERCA”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the IERCA hereby authorizes the deposit and withdrawal of IERCA monies in the Local Agency Investment Fund in the State Treasury in accordance with the provisions of Section 16429.1 of the Government Code for the purpose of investment as stated therein, and verification by the State Treasurer’s Office of all banking Information provided in that regard.

BE IT FURTHER RESOLVED, that the Treasurer of the IERCA or Alternate Treasurer, the Designated IERCA Board of Directors, and Inland Empire Utilities Agency employees shall be authorized to order the deposit and withdrawal of monies in the Local Agency Investment Fund:

- | | | |
|-----------------------|---|----------------------------------|
| Shivaji Deshmukh | - | Director |
| Christiana Daisy | - | Alternate Director |
| Kristine Day | - | Acting Treasurer |
| Jeffrey R. Ziegenbein | - | Project Manager |
| Randy C. Lee | - | Acting Director of Finance, IEUA |
| Alexander Lopez | - | Budget Officer, IEUA |

ADOPTED AND APPROVED this 7th day of August 2023.

Jon Blickenstaff
Chairperson

ATTEST:

Paul Hofer
Vice Chairperson

Resolution No. 2023-8-2

Page 2

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN BERNARDINO)

I, Jon Blickenstaff, Board Chairperson of the Inland Empire Regional Composting Authority, DO HEREBY CERTIFY that the foregoing Resolution No. 2023-8-2 was duly adopted by the Board of Directors on the 7th day of August 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jon Blickenstaff
Chairperson

RESOLUTION NO 2023-8-3

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY,
AUTHORIZING INVESTMENT OF MONIES IN THE LOS
ANGELES COUNTY POOLED SURPLUS INVESTMENT FUND**

WHEREAS, the legislative body of a local agency may invest surplus monies, not required for the immediate necessities of the local agency, in accordance with the provisions of California Government Code Section 5922 and Section 53601 et seq.; and

WHEREAS, the Authority does hereby find that the deposit and withdrawal of money in the Los Angeles County Pooled Surplus Investment Fund in accordance with the provision of Section 53601(p) of the California Government Code for the purpose of investment as stated is in the best interest of the Inland Empire Regional Composting Authority (“IERCA”)

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of the IERCA hereby authorizes the deposit and withdrawal of IERCA monies in the Los Angeles County Pooled Surplus Investment Fund in accordance with the provisions of Section 53601 (p) of the Government Code for the purpose of investment as stated therein.

BE IT FURTHER RESOLVED, that the Treasurer or Alternate Treasurer of the IERCA, the Designated Board of Directors, General Manager and Inland Empire Utilities Agency employees shall be authorized to order the deposit and withdrawal of monies in the Local Government Investment Pool:

Jon Blickenstaff	-	Chairperson
Shivaji Deshmukh	-	Director
Christiana Daisy	-	Alternate Director
Kristine Day	-	Acting Treasurer
Jeffrey R. Ziegenbein	-	Project Manager
Alexander Lopez	-	Budget Officer, IEUA

ADOPTED AND APPROVED this 7th day of August 2023.

Jon Blickenstaff
Chairperson

ATTEST:

Paul Hofer
Vice Chairperson

Resolution No. 2023-8-3

Page 3

STATE OF CALIFORNIA)
)ss
COUNTY OF SAN BERNARDINO)

I, Jon Blickenstaff, Board Chairperson of the Inland Empire Regional Composting Authority, DO HEREBY CERTIFY that the foregoing Resolution No. 2023-8-3 was duly adopted by the Board of Directors on the 7th day of August 2023 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Jon Blickenstaff
Chairperson

**ACTION
ITEM**

2B



Date: August 7, 2022

To: Honorable Board of Directors

From: Jeffrey Ziegenbein
Project Manager *JZ#836*

Mike Sullivan
Assistant Project Manager

Subject: Designation of IERCA Treasurer – Kristine Day

RECOMMENDATION

It is recommended that the Board of Directors approve Kristine Day, Assistant General Manager for the Inland Empire Utilities Agency (IEUA), as the IERCA Treasurer.

BACKGROUND

The IERCA Board designated Javier Chagoyen-Lazaro as Acting Treasurer to the IERCA on November 7, 2022, after the resignation of the former Treasurer Ms. Christina Valencia. On June 13, 2022, the IEUA hired Kristine Day to replace Ms. Valencia and to perform as Assistant General Manager for IEUA. Ms. Day is an experienced financial analyst and manager and is highly qualified to perform the duties of IERCA Treasurer. The IERCA Treasurer signs contracts, change orders, and bank documents and manages other financial matters for the IERCA.

PRIOR BOARD ACTION

On November 7, 2022, the Board approved the designation of Javier Chagoyen-Lazaro as Treasurer for the IERCA.

IMPACT ON BUDGET

There is no impact on budget.

**ACTION
ITEM**

2C



Date: August 07, 2023

To: Honorable Board of Directors

From: Jeffrey Ziegenbein *JZ#836*
Project Manager

Mike Sullivan
Assistant Project Manager

Subject: Contract Award with ClearSpan Fabric Structures for the Compost Storage Facility Tent Replacement, Project No. RA24004

RECOMMENDATION

It is recommended that the Board of Directors:

1. Approve the contract award with ClearSpan Fabric Structures for the Compost Storage Replacement, Project No. RA24004 for a not to exceed amount of \$786,194 plus applicable taxes and delivery; and
2. Authorize the Project Manager to finalize and execute the agreement.

BACKGROUND

The Compost Storage Facility was originally constructed under Project No. RA06001 and approved on February 16, 2007. Construction was completed in August 2008. The project was required to enable on-site storage of up to 40,000 cubic yards finished compost representing two months' production. Storage is needed several times during each year to accommodate compost market fluctuations without impacting facility throughput and preserving the delicate supply and demand balance in IERCA's marketplace.



IERCF Compost Storage Facility

Over the past three years staff has observed signs of deterioration on the storage facility's fabric structure. Staff addressed repairs using a local contractor but during recent high wind events an entire section failed. An evaluation by the manufacturer concluded that the fabric has reached the end of its useful life and needs a full replacement. The fabric was warranted for 10 years so it did perform better than expected.



Storage Facility Tent Failing

This project is to replace the membrane fabric cover, dispose of the existing fabric cover and to provide IERCA with a warranty for 20 years on the new fabric. The longer warranty is a result of improved technology and UV protection. Staff issued a request for proposal in April 2023 on SourceWell which is a government pricing platform and service that obtains competitive pricing as a resource for government entities. SourceWell provided a quote from ClearSpan Fabric Structures for \$786,194 which staff confirmed are competitive and fair. This project and estimated costs were included in the 23/24 budget which was approved on May 1, 2023. Staff recommends that the Board approve the agreement with ClearSpan to execute the project for the replacement of the Compost Storage Facility fabric structure.

PRIOR BOARD ACTION

The IERCA Board approved Project No. RA06001 on February 16, 2007, for the Compost Storage Facility including the fabric membrane cover.

IMPACT ON BUDGET

Funds are included in the 23/24 IERCA approved budget.



**CONTRACT NUMBER: 4600003339
FOR**

TENT STORAGE FABRICATION AND INSTALLATION SERVICES

THIS CONTRACT (the "Contract"), is made and entered into this _____ day of _____, 2023, by and between the Inland Empire Regional Composting Authority, a Joint Powers Authority, organized and existing in the County of San Bernardino under and by virtue of the laws of the State of California (hereinafter referred to as "Authority" or "IERCA"), and ClearSpan Fabric Structures of Glastonbury, Connecticut (hereinafter referred to as "Contractor").

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties agree as follows:

1. **AUTHORITY PROJECT MANAGER ASSIGNMENT:** All technical direction related to this Contract shall come from the designated Project Manager. Details of the Authority's assignment are listed below.

Project Manager: Arin Boughan
Address: 12645 Sixth Street
Rancho Cucamonga, CA 91739
Telephone: (909) 993-1513
Facsimile: (909) 993-1879
E-mail: aboughan@ieua.org
Cell: (909) 664-7439

2. **CONTRACTOR ASSIGNMENT:** Special inquiries related to this Contract and the effects of this Contract shall be referred to the following:

Contractor : Brad Williams
Address: 1395 John Fitch Blvd.
South Windsor, CT 06074
Telephone: (860) 528-1119 ext. 1241
Facsimile: (860) 289-4711
Email: bwilliams@clearspan.com

3. ORDER OF PRECEDENCE: The documents referenced below represent the Contract Documents. Where any conflicts exist between the General Terms and Conditions the governing order of precedence shall be as follows:

- A. Amendments to Contract number 4600003339.
- B. Contract number 4600003339 General Terms and Conditions.
- C. Contractor's Proposal dated February 9, 2023, attached as Exhibit A
- D. Sourcewell Contract Number 091319-CSS, attached as Exhibit B

4. SCOPE OF WORK AND SERVICES: Contractor services and responsibilities shall include and be in accordance with the following:

A. Agency Scope of Work, Exhibit A

B. Method of Inspection:

- 1. Work performed under this Contract may be required to undergo monthly, weekly, or daily inspections.
- 2. The Project Manager will be responsible for performance of the inspections.
- 3. If Contractor fails an inspection, the Project Manager will be responsible for providing a written cure notice to the Contractor explaining the error and a determination of the urgency for the correction of the error (herein referred to as a "Cure Notice").

C. Cure Procedure:

- 1. For a Cure Notice deemed by the Agency to be **urgent**, Contractor shall correct any error of the Work within **five** (5) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
- 2. For a Cure Notice deemed by the Agency to be **important**, Contractor shall correct any error of the Work within **ten** (10) calendar days after Contractor's receipt of a Cure Notice, as directed by the Project Manager.
- 3. If the Project Manager rejects all or any part of the Work as unacceptable and agreement to correct such Work cannot be reached without modification to the Contract, Contractor shall notify the Project Manager, in writing, detailing the dispute and reason(s) for the Contractor's position. Any dispute that cannot be resolved between the Project Manager and Contractor shall be resolved in accordance with the provisions of this Contract.

D. The Authority may, at any time, make changes to this Contract's Scope of Work, including additions, reductions, and other alterations to any or all of the work. However, such changes shall only be made via written amendment to this Contract. The Contract compensation and Schedule of Work and Services shall be equitably adjusted, if required, to account for such changes and shall be set forth within the Contract Amendment.

5. TERM: The initial term of this Contract shall extend from **7/1/2023**, through **6/30/2024**, or until services are completed whichever occurs first, unless agreed upon by both parties, reduced to writing, and amended to this contract.

6. PAYMENT, INVOICING, AND COMPENSATION:

A. The Contractor may submit an invoice not more than once per month during the term of this Contract to the Authority's Accounts Payable Department. Authority shall pay Contractor's properly executed invoice, approved by the Project Manager, within thirty (30) days following receipt of the invoice.

B. As compensation for the work performed under this Contract, Authority shall pay Contractor's monthly invoice, for a total contract price **NOT-TO-EXCEED \$831,240.34** for all services satisfactorily provided during the term of this Contract.

C. Additionally, to qualify for payment, the Contractor shall prominently display, on the first page of the invoice, both:

1. The Contract Number – 4600003339, and.
2. The Contract Release Purchase Order Number – 4500042086

The preferred method of receiving invoices is electronic. Contractor should submit invoices by email and such invoices shall be submitted as follows:

RCAAPGroup@ieua.org

If Contractor submits invoice by mail, such invoice shall be submitted as follows:

Inland Empire Regional Composting Authority
Re: Contract Number: 4600003339
P.O. Box 2470
Chino Hills, CA 91709

D. Concurrent with the submittal of the original invoice to the Authority's Accounts Payable Department, the Contractor shall forward via email a copy of the invoice to the designated Project Manager, identified in Section 1, on Page 1 of this Contract.

- E. **No Additional Compensation:** Nothing Set forth in this Contract shall be interpreted to require payment by Authority to Contractor of any compensation specifically for the assignments and assurances required by the Contract, other than the payment of expenses as may be actually incurred by Contractor in complying with this Contract, as approved by the Project Manager.
 - F. Contractor may request taking advantage of the Authority's practice of offering an expedited payment protocol to a Contractor who has proposed accepting an invoice amount reduction in exchange for early payment.
7. **CONTROL OF THE WORK:** The Contractor shall perform the Work in compliance with the Schedule of Work and Services. If performance of the Work falls behind schedule, the Contractor shall accelerate the performance of the Work to comply with the Schedule of Work and Services as directed by the Project Manager. If the nature of the Work is such that Contractor is unable to accelerate the Work, Contractor shall promptly notify the Project Manager of the delay, the causes of the delay, and submit a proposed revised Schedule of Work and Services.
8. **INSURANCE:** During the term of this Contract, the Contractor shall maintain at Contractor's sole expense, the following insurance.
- A. **Minimum Scope of Insurance:** Coverage shall be at least as broad as:
 - 1. **Commercial General Liability ("CGL"):** Insurance Services Office ("ISO") Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
 - 2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
 - 3. **Workers' Compensation and Employers Liability:** Workers' compensation limits as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
 - 4. **Professional Liability (Errors and Omissions):** RESERVED

5. Payment Bond and Performance Bond: Shall be in a sum equal to the contract price. If the Performance bond provides for a one-year warranty a separate Maintenance Bond is not necessary. Bonds shall be duly executed by a responsible corporate surety, authorized to issue such bonds in the State of California and secured through an authorized agent with an office in California.

- B. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the Authority. At the option of the Authority, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the Authority, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

- C. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:
 1. Commercial General Liability and Automobile Liability Coverage
 - a. Additional Insured Status: The Authority, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or **by either** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 forms if later revisions used).
 - b. Primary Coverage: The Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Authority, its officer, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Authority, its officers, officials, employees, volunteers, property owners or engineers under contract with the Authority shall be excess of the Contractor's insurance and shall not contribute with it.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Authority, its officers, officials, employees, or volunteers.
 - d. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- e. The Contractor may satisfy the limit requirements in a single policy or multiple policies. Any Such additional policies written as excess insurance shall not provide any less coverage than that provided by the first or primary policy.

2. Workers' Compensation and Employers Liability Coverage

Contractor hereby grants to Authority a waiver of any right to subrogation which any insurer of said Contractor may acquire against the Authority by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Authority has received a waiver of subrogation endorsement from the insurer.

3. All Coverages

Each insurance policy required by this contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Authority pursuant to Section 14 of this Contract.

D. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best rating of no less than A-: VII, and who are admitted insurers in the State of California.

E. Verification of Coverage: Contractor shall provide the Authority with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Authority before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Authority reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

F. Submittal of Certificates: Contractor shall submit all required certificates and endorsements to the following:

Inland Empire Utilities Agency
Attn: Risk Management
P.O. Box 9020
Chino Hills, CA 91709

PLEASE NOTE: In lieu of mailing certificates, it is preferable for contractor and/or broker to submit all required insurance certificates and endorsements electronically to insurance@ieua.org.

9. FITNESS FOR DUTY:

A. Fitness: Contractor and its Subcontractor personnel on the Jobsite:

1. Shall report to work in a manner fit to do their job.
2. Shall not be under the influence of or in possession of any alcoholic beverages or of any controlled substance (except a controlled substance as prescribed by a physician so long as the performance or safety of the Work is not affected thereby); and
3. Shall not have been convicted of any serious criminal offense which, by its nature, may have a discernible adverse impact on the business or reputation of the Authority.

B. Compliance: Contractor shall advise all personnel and associated third parties of the requirements of this Contract ("Fitness for Duty Requirements") before they enter on the Jobsite and shall immediately remove from the Jobsite any employee determined to be in violation of these requirements. Contractor shall impose these requirements on its Subcontractors. Agency may cancel the Contract if Contractor violates these Fitness for Duty Requirements.

10. LEGAL RELATIONS AND RESPONSIBILITIES:

A. Professional Responsibility: The Contractor shall be responsible to the level of competency presently maintained by other practicing professionals performing the same or similar type of work.

B. Status of Contractor: The Contractor is retained as an independent Contractor only, for the sole purpose of providing the services described herein and is not an employee of the Authority.

C. Observing Laws and Ordinances: The Contractor shall keep itself fully informed of all existing and future state and federal laws and all county and city ordinances and regulations which in any manner affect the conduct of any services or tasks performed under this Contract, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Contractor shall at all times observe and comply with all such existing and future laws, ordinances, regulations, orders and decrees, and shall protect and indemnify, as required herein, the Authority, its officers, employees and agents against any claim or liability arising from or based on the violation of any such law, ordinance,

regulation, order or decree, whether by the Contractor, its employees, or subcontractors.

- D. **Work Safety:** Contract work requiring confine space entry must follow CalOSHA Regulation 8 CCR, Sections 5157 – 5158. This regulation requires the following to be submitted to IEUA for approval prior to the Contractor’s mobilization to the work site:
1. Proof of training on confined space procedures, as defined in Cal-OSHA Regulation 8 CCR, Section 5157; and 2. A written plan that includes identification of confined spaces within the work site, alternate procedures where appropriate, contractor provisions and specific procedures for permit-required and non-permit required spaces and a rescue plan.
- E. **Subcontract Services:** Any subcontracts for the performance of any services under this Contract shall be subject to the written approval of the Project Manager and shall comply with State of California, Department of Industrial Relations, SB 854 requirements.
- F. **Grant Funded Projects:** This is/is not a grant funded project. For grant-funded projects, the Consultant shall be responsible to comply with all grant requirements related to the Project. These may include but shall not be limited to: Davis-Bacon Act, Endangered Species Act, Executive Order 11246 (Affirmative Action Requirements), Equal Opportunity, Competitive Solicitation, Record Retention and Public Access to Records, and Compliance Review.
- G. **Hours of Labor:** The Contractor shall comply with all applicable provisions of California Labor Code Sections 1810 to 1815 relating to working hours. The Contractor shall, as a penalty to the Authority, forfeit \$25.00 for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of the Labor Code.
- H. **Travel and Subsistence Pay:** The Contractor shall make payment to each worker for travel and subsistence payments which are needed to execute the work and/or service, as such travel and subsistence payments are defined in the applicable collective bargaining agreements with the worker.
- I. **Liens:** Contractor shall pay all sums of money that become due from any labor, services, materials, or equipment provided to Contractor on account of said services to be rendered or said materials to be provided under this Contract and that may be secured by any lien against the Authority. Contractor shall fully discharge each such lien at the time performance of the obligation secured matures and becomes due.

- J. Indemnification: Contractor shall indemnify IEUA, IERCA, their directors, employees, and assigns, and shall defend and hold them harmless from all liabilities, demands, actions, claims, losses, and expenses, including reasonable attorneys' fees, which arise out of or are related to the negligence, recklessness or willful misconduct of the Contractor, its directors, employees, agents and assigns, in the performance of work under this contract.
- K. Conflict of Interest: No official of the Authority who is authorized in such capacity and on behalf of the Authority to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving this Contract, or any subcontract relating to services or tasks to be performed pursuant to this Contract, shall become directly or indirectly personally interested in this Contract.
- L. Equal Opportunity: During the performance of this Contract, the Contractor shall not unlawfully discriminate against any employee or employment applicant because of race, color, religion, sex, age, marital status, ancestry, physical or mental disability, sexual orientation, veteran status, or national origin. The Authority is committed to creating and maintaining an environment free from harassment and discrimination.
- M. Disputes:
1. All disputes arising out of or in relation to this Contract shall be determined in accordance with this section. The Contractor shall pursue the work to completion in accordance with the instruction of the Authority's Project Manager notwithstanding the existence of dispute. By entering into this Contract, both parties are obligated, and hereby agree, to submit all disputes arising under or relating to the Contract which remain unresolved after the exhaustion of the procedures provided herein, to independent arbitration. Except as otherwise provided herein, arbitration shall be conducted under California Code of Civil Procedure Sections 1280, et. seq, or their successor.
 2. Any and all disputes prior to the work starting shall be subject to resolution by the Authority Project Manager and the Contractor shall comply, pursuant to the Authority Project Manager instructions. If the Contractor is not satisfied with any such resolution by the Authority Project Manager, they may file a written protest with the Authority Project Manager within seven (7) calendar days after receiving written notice of the Authority's decision. Failure by Contractor to file a written protest within seven (7) calendar days shall constitute waiver of protest, and acceptance of the Authority Project Manager's resolution. The Authority's Project Manager shall submit the Contractor's written protests to the General Manager, together with a copy of the Authority Project Manager's written decision, for his or her consideration within seven (7) calendar days after receipt of said protest(s). The General Manager shall make his or her determination

with respect to each protest filed with the Authority Project Manager within ten (10) calendar days after receipt of said protest(s). If Contractor is not satisfied with any such resolution by the General Manager, they may file a written request for arbitration with the Project Manager within seven (7) calendar days after receiving written notice of the General Manager's decision.

3. In the event of arbitration, the parties to this contract agree that there shall be a single neutral Arbitrator who shall be selected in the following manner:
 - a. The Demand for Arbitration shall include a list of five names of persons acceptable to the Contractor to be appointed as Arbitrator. The Authority shall determine if any of the names submitted by Contractor are acceptable and, if so, such person will be designated as Arbitrator.
 - b. In the event that none of the names submitted by Contractor are acceptable to Authority, or if for any reason the Arbitrator selected in Step (a) is unable to serve, the Authority shall submit to Contractor a list of five names of persons acceptable to Authority for appointment as Arbitrator. The Contractor shall, in turn, have seven (7) calendar days in which to determine if one such person is acceptable.
 - c. If after Steps (a) and (b), the parties are unable to mutually agree upon a neutral Arbitrator, the matter of selection of an Arbitrator shall be submitted to the San Bernardino County Superior Court pursuant to Code of Civil Procedure Section 1281.6, or its successor. The costs of arbitration, including but not limited to reasonable attorneys' fees, shall be recoverable by the party prevailing in the arbitration. If this arbitration is appealed to a court pursuant to the procedure under California Code of Civil Procedure Section 1294, et. seq., or their successor, the costs of arbitration shall also include court costs associated with such appeals, including but not limited to reasonable attorneys' fees which shall be recoverable by the prevailing party.
4. Association in Mediation/Arbitration: The Authority may join the Contractor in mediation or arbitration commenced by a contractor on the Project pursuant to Public Contracts Code Sections 20104 et seq. Such association shall be initiated by written notice from the Authority's representative to the Contractor.

N. Workers' Legal Status: For performance against this Contract, Contractor shall only utilize employees and/or subcontractors that are authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986.

O. Prevailing Wage Requirements: Pursuant to Section 1770 and following, of the California Labor Code, the Contractor shall not pay less than the general prevailing wage rates, as determined by the Director of the State of California Department of Industrial Relations for the locality in which the work is to be performed and for each craft or type of worker needed to execute the work contemplated under the Contract. The Contractor or any subcontractor performing part of said work shall strictly adhere to all provisions of the Labor Code, including, but not limited to, minimum wages, workdays, nondiscrimination, apprentices, maintenance and availability of accurate payroll records and any other matters required under all Federal, State and local laws related to labor.

P. Upon request Contractor shall provide certified payroll records verifying that Contractor has paid prevailing requirements as stipulated in SB-854 (<http://www.dir.ca.gov/DIRNews/2014/2014-55.pdf>).

11. OWNERSHIP OF MATERIALS AND DOCUMENTS/CONFIDENTIALITY: The Authority retains ownership of any, and all, partial or complete reports, drawings, plans, notes, computations, lists, and/or other materials, documents, information, or data prepared by the Contractor and/or the Contractor's subcontractor(s) pertaining to this Contract. Said materials and documents are confidential and shall be available to the Authority from the moment of their preparation, and the Contractor shall deliver them to the Authority whenever requested to do so by the Project Manager and/or Authority representative. The Contractor agrees that all documents shall not be made available to any individual or organization, private or public, without the prior written consent of an Authority representative.

12. TITLE AND RISK OF LOSS:

A. Documentation: Title to the Documentation shall pass to the Authority when prepared; however, a copy may be retained by Contractor for its records and internal use. Contractor shall retain such Documentation in a controlled access file, and shall not reveal, display or disclose the contents of the Documentation to others without the prior written authorization of the Authority or for the performance of Work related to the Scope of Work described in this Contract.

B. Material: Title to all Material, field or research equipment, and laboratory models, procured or fabricated under the Contract shall pass to the Authority when procured or fabricated, and such title shall be free and clear of any and all encumbrances. Contractor shall have risk of loss of any Material or Authority-owned equipment of which it has custody.

C. Disposition: Contractor shall dispose of items to which the Authority has title as directed in writing by the Project Manager and/or a designated Authority representative.

13. PROPRIETARY RIGHTS:

A. Rights and Ownership: Authority's rights to inventions, discoveries, trade secrets, patents, copyrights, and other intellectual property, including the Information and Documentation, and revisions thereto (hereinafter collectively referred to as "Proprietary Rights"), used or developed by Contractor in the performance of the Work, shall be governed by the following provisions:

1. Proprietary Rights conceived, developed, or reduced to practice by Contractor in the performance of the Work shall be the property of Authority, and Contractor shall cooperate with all appropriate requests to assign and transfer same to Authority.
2. If Proprietary Rights conceived, developed, or reduced to practice by Contractor prior to the performance of the Work are used in and become integral with the Work, or are necessary for Authority to have complete control of the Work, Contractor shall grant to Authority a non-exclusive, irrevocable, royalty-free license, as may be required by Authority for the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work.
3. If the Work includes the Proprietary Rights of others, Contractor shall procure, at no additional cost to Authority, all necessary licenses regarding such Proprietary Rights so as to allow Authority the complete control of the Work, including the right to reproduce, correct, repair, replace, maintain, translate, publish, use, modify, copy or dispose of any or all of the Work and grant sublicenses to others with respect to the Work. All such licenses shall be in writing and shall be irrevocable and royalty-free to Authority.

14. NOTICES: Any notice may be served upon either party by delivering it in person, or by depositing it in a United States Mail deposit box with the postage thereon fully prepaid, and addressed to the party at the address set forth below:

Authority: Warren T. Green
Manager of Contracts and Procurement on behalf of
Inland Empire Regional Composting Authority
P.O. Box 9020
Chino Hills, CA 91709

Contractor: Matt Niaura
ClearSpan Fabric Structures
1395 John Fitch Blvd.
South Windsor, CT 06074

Any notice given pursuant to this section shall be deemed effective in the case of personal delivery, upon receipt thereof, or, in the case of mailing, at the moment of deposit in the course of transmission with the United States Postal Service.

15. SUCCESSORS AND ASSIGNS: All of the terms, conditions and provisions of this Contract shall take effect to the benefit of and be binding upon the Authority, the Contractor, and their respective successors and assigns. No assignment of the duties or benefits of the Contractor under this Contract may be assigned, transferred, or otherwise disposed of without the prior written consent of the Authority; and any such purported or attempted assignment, transfer, or disposal without the prior written consent of the Authority shall be null, void and of no legal effect whatsoever.
16. PUBLIC RECORDS POLICY: Information made available to the Authority may be subject to the California Public Records Act (Government Code Section 6250 et seq.) The Authority's use and disclosure of its records are governed by this Act. The Authority shall use its best efforts to notify Contractor of any requests for disclosure of any documents pertaining to this work. In the event of litigation concerning disclosure of information Contractor considers exempt from disclosure; (e.g., Trade Secret, Confidential, or Proprietary) Authority shall act as a stakeholder only, holding the information until otherwise ordered by a court or other legal process. If Authority is required to defend an action arising out of a Public Records Act request for any of the information Contractor has marked "Confidential," "Proprietary," or "Trade Secret," Contractor shall defend and indemnify Authority from all liability, damages, costs, and expenses, in any action or proceeding arising under the Public Records Act.
17. RIGHT TO AUDIT: The Authority reserves the right to review and/or audit all Contractor's records related to the Work. The option to review and/or audit may be exercised during the term of the Contract, upon termination, upon completion of the Contract, or at any time thereafter up to twelve (12) months after final payment has been made to the Contractor. The Contractor shall make all records and related documentation available within three (3) working days after said records are requested by the Authority.
18. INTEGRATION: The Contract Documents represent the entire Contract of the Authority and the Contractor as to those matters contained in this contract. No prior oral or written understanding shall be of any force or effect with respect to those matters covered by the Contract Documents. This Contract may not be modified, altered, or amended except by written mutual agreement by the Authority and the Contractor.
19. GOVERNING LAW: This Contract is to be governed by and constructed in accordance with the laws of the State of California, in the County of San Bernardino.
20. TERMINATION FOR CONVENIENCE: The Authority reserves and has the right to immediately suspend, cancel or terminate this Contract at any time upon written notice to the Contractor. In the event of such termination, the Authority shall pay

Contractor for all authorized and Contractor-invoiced services up to the date of such termination, as approved by the Project Manager.


- 21. **FORCE MAJEURE:** Neither party shall hold the other responsible for the effects of acts occurring beyond their control, e.g., war, riots, strikes, natural disasters, etcetera.
- 22. **LIQUIDATED DAMAGES:** Liquidated Damages, in the amount of **\$25.00 per day**, may be assessed by the Authority for each calendar day that the Contractor fails to complete the services in accordance with the contractually committed delivery schedule. Any and all Liquidated Damages assessed by the Authority will be taken as a direct credit against the Contractor’s invoice for the missed services. The Contractor’s acceptance of a contract subsequently issued in conjunction with this solicitation, shall serve to indicate acceptance of this Liquidated Damages clause, and the daily assessment of damages expressed in this section.
- 23. **NOTICE TO PROCEED:** No services shall be performed or provided under this Contract unless and until this document has been properly signed by all responsible parties and a Notice to Proceed order has been issued to the Contractor by the Project Manager.
- 24. **AUTHORITY TO EXECUTE CONTRACT:** The Signatories, below, each represents, warrants, and covenants that they have the full authority and right to enter into this Contract on behalf of the separate entities shown below.
- 25. **DELIVERY OF DOCUMENTS:** The Parties to this Contract and the individuals named to facilitate the realization of its intent, with the execution of the Contract, authorize the delivery of documents via facsimile, via email, and via portable document format (PDF) and covenant agreement to be bound by such electronic versions.

The parties hereto have caused the Contract to be entered as of the day and year written above.

**INLAND EMPIRE REGIONAL:
COMPOSTING AUTHORITY**

CLEARSPAN FABRIC STRUCTURES:

Jeff Ziegenbein (Date)
Project Manager

DocuSigned by:

 _____ 4/25/2023
 A0662E04513D408
 Matt Maura (Date)
 President



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com

EXHIBIT A

Customer ID: 9096146
Quote Number: 1085708

QUOTE

Page: 1 of 2

Quote To:

INLAND EMPIRE UTILITIES
12645 6TH ST
RANCHO CUCAMONGA CA 91739-9223
UNITED STATES

Phone: (909) 993-1981

Sales Person: BRAD WILLIAMS
Fax: 860-760-0210
BWILLIAMS@CLEARSPAN.COM

Ship To:

INLAND EMPIRE UTILITIES
12645 6TH ST

RANCHO CUCAMONGA, CA 91739-9223

Date: 4/12/2023

Valid for 10 Days

Quote Total**831,240.34**

USD

Line	Part	Description	Expected Qty	Unit Price	Ext. Price
1	100107	COMPLETE RECOVER PACKAGE 135W SUMMIT LOW SLOPE BY 1065L STRUCTURE WITH 14OZ ELITE FLAME RETARDANT MATERIAL	1.00	391,085.00	391,085.00
2	100107	135W CUSTOM END WALL PANEL 14OZ ELITE FLAME RETARDANT	2.00	14,950.00	29,900.00
3	700000	PRECONSTRUCTION SITE VISIT TO CONFIRM MEASUREMENTS PRIOR TO FABRICATION	1.00	3,500.00	3,500.00
4	700007	PREVAILING WAGE RATE INSTALLATION	1.00	338,665.00	338,665.00
5	100007	SALE OF FREIGHT ESTIMATED	2.00	11,522.00	23,044.00
6	100107	PERFORMANCE BOND COST	1.00	12,420.00	12,420.00
7	100107	7.75% SALES TAX ON MATERIALS ONLY	1.00	32,626.34	32,626.34

Please Note:

**Additional Sales Tax will apply for materials and installation if the project isn't tax exempt.*

**Freight Rate shown is estimated. Buyer is responsible for final freight charges that are calculated at time of shipment*

**Anchor Hardware not included for Designed and Engineered Structures unless listed on the quote. Customer may provide the anchor bolts or ClearSpan will quote them once engineering is completed*



WARNING: Cancer and Reproductive Toxicity - P65Warnings.ca.gov



Corporate
703 Hebron Avenue, Floor 3, Glastonbury, CT 06033
p: 1.860.760.0046 • f: 1.888.958.1393 • www.clearspan.com

Customer ID: 9096146
Quote Number: 1085708

QUOTE

Page: 2 of 2

Lines Total	831,240.34
Line Miscellaneous Charges	0.00
Quote Miscellaneous Charges	0.00
Quote Total	831,240.34



**Solicitation Number: RFP#091319****CONTRACT**

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and ClearSpan Fabric Structures International Inc., 1395 John Fitch Blvd., South Windsor, CT 06074 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to its members. Participation is open to all levels of governmental entity, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and its Members (Members).

1. TERM OF CONTRACT

- A. **EFFECTIVE DATE.** This Contract is effective upon the date of the final signature below.
- B. **EXPIRATION DATE AND EXTENSION.** This Contract expires November 8, 2023, unless it is cancelled sooner pursuant to Article 24. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.
- C. **SURVIVAL OF TERMS.** Articles 11 through 16 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. **LAWS AND REGULATIONS.** All Equipment, Products, or Services must comply fully with applicable federal laws and regulations, and with the laws of the state or province in which the Equipment, Products, or Services are sold.

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

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

3. PRICING

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

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

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

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

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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

5. MEMBERSHIP, CONTRACT ACCESS, AND MEMBER REQUIREMENTS

A. **MEMBERSHIP.** Membership in Sourcewell is open to public and nonprofit entities across the United States and Canada; such as municipal, state/province, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell membership requirements and documentation and will encourage potential members to join Sourcewell. Sourcewell reserves the right to add and remove Members to its roster during the term of this Contract.

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

6. MEMBER ORDERING AND PURCHASE ORDERS

A. **PURCHASE ORDERS AND PAYMENT.** To access the contracted Equipment, Products, or Services under this Contract, Member must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically a Member will issue a purchase order directly to Vendor. Members may use their own forms for purchase orders, but it should clearly note the applicable Sourcewell contract number. Members will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Member.

B. **ADDITIONAL TERMS AND CONDITIONS.** Additional terms and conditions to a purchase order may be negotiated between a Member and Vendor, such as job or industry-specific requirements, legal requirements (such as affirmative action or immigration status requirements), or specific local policy requirements. Any negotiated additional terms and conditions must never be less favorable to the Member than what is contained in Vendor's Proposal.

C. **PERFORMANCE BOND.** If requested by a Member, Vendor will provide a performance bond that meets the requirements set forth in the Member's purchase order.

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

E. **TERMINATION OF PURCHASE ORDERS.** Members may terminate a purchase order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcwell and Member inquiries; and
- Business reviews to Sourcwell and Members, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcwell, the Vendor will pay an administrative fee to Sourcwell on all Equipment, Products, and Services provided to Members. The Vendor will submit a check payable to Sourcwell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Members under this Contract during each calendar quarter. Payments should note the Sourcwell-assigned contract number in the memo and must be mailed to the address above "Attn: Accounts Receivable." Payments must be received no later than forty-five (45) calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcwell's Authorized Representative is its Chief Procurement Officer.

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

10. ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

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

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

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

D. **CONTRACT COMPLETE.** This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.

E. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, master-servant, principal-agent, or any other relationship.

11. LIABILITY

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

12. AUDITS

Sourcewell reserves the right to review the books, records, documents, and accounting procedures and practices of the Vendor relevant to this Contract for a minimum of six (6) years from the end of this Contract. This clause extends to Members as it relates to business conducted by that Member under this Contract.

13. GOVERNMENT DATA PRACTICES

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

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

14. INTELLECTUAL PROPERTY

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

15. PUBLICITY, MARKETING, AND ENDORSEMENT

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

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

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

16. GOVERNING LAW, JURISDICTION, AND VENUE

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

17. FORCE MAJEURE

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

18. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the

remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

19. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

20. INSURANCE

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

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

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

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

Minimum limits:

\$500,000 each accident for bodily injury by accident

\$500,000 policy limit for bodily injury by disease

\$500,000 each employee for bodily injury by disease

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

Minimum Limits:

\$1,000,000 each occurrence Bodily Injury and Property Damage

\$1,000,000 Personal and Advertising Injury

\$2,000,000 aggregate for Products-Completed operations

\$2,000,000 general aggregate

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

Minimum Limits:

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

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

Minimum Limits:

\$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Liability.*

During the term of this Contract, Vendor will maintain coverage for all claims the Vendor may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Vendor's professional services required under this Contract.

Minimum Limits:

\$2,000,000 per claim or event

\$2,000,000 – annual aggregate

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

Minimum limits:

\$2,000,000 per occurrence

\$2,000,000 annual aggregate

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

B. **CERTIFICATES OF INSURANCE.** Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf. All policies must include there will be no cancellation, suspension, non-renewal, or reduction of coverage without thirty (30) days' prior written notice to the Vendor.

Upon request, Vendor must provide to Sourcewell copies of applicable policies and endorsements, within ten (10) days of a request. Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. **WAIVER OF SUBROGATION.** Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance

maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies).

F. SELF-INSURED RETENTIONS. Any self-insured retention in excess of \$10,000 is subject to Sourcewell's approval.

21. COMPLIANCE

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

B. LICENSES. Vendor must maintain a valid status on all required federal, state, and local licenses, bonds, and permits required for the operation of the business that the Vendor conducts with Sourcewell and Members.

22. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

23. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Members that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Members may also require additional requirements based on specific funding specifications. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when

a Member accesses Vendor's Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. § 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction

work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award

covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

24. CANCELLATION

RFP 091319 - Fabric Structures with Related Materials and Services

Vendor Details

Company Name: Clearspan Fabric Structures International Inc.
Address: 1395 John Fitch Blvd
South Windsor, CT 06074
Contact: Kathleen Shelton
Email: kshelton@clearspan.com
Phone: 800-603-4445 1220
HST#: 20-5899434

Submission Details

Created On: Thursday August 15, 2019 12:08:45
Submitted On: Wednesday September 11, 2019 14:20:22
Submitted By: Brad Williams
Email: bwilliams@clearspan.com
Transaction #: e53a742d-d720-4234-8d17-21e2a3b6e3e9
Submitter's IP Address: 74.8.213.131

Specifications

Table 1: Proposer Identity & Authorized Representatives

Line Item	Question	Response *
1	Proposer Legal Name (and applicable d/b/a, if any):	ClearSpan Fabric Structures International Inc. (CFSI)
2	Proposer Address:	1395 John Fitch Blvd South Windsor, CT 06074
3	Proposer website address:	www.ClearSpan.com
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer):	Matt Niaura Vice President 1395 John Fitch Blvd. South Windsor, CT 06074 BWilliams@ClearSpan.com 860.760.0046 ext 1241
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brad Williams Senior Municipal Specialist 1395 John Fitch Blvd. South Windsor, CT 06074 BWilliams@ClearSpan.com 860.760.0046 ext 1241
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	NA

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
7	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	<p>ClearSpan Fabric Structures was established in 2006 to act as a sole dealership providing installation services for ClearSpan fabric buildings manufactured by Engineering Services and Products Company (ESAPCO). ESAPCO was established in 1979 doing business as FarmTek, TekSupply and Growers Supply.</p> <p>Core Values (as established by our mission statement):</p> <p>Enthusiastic Customers – Enhancing our reputation as a company that customers can rely on to deliver products so excellent in their quality and service so outstanding in its responsiveness.</p> <p>Positive Change – Embracing and capitalizing on change, through continuous improvement in all aspects of our business.</p> <p>Profitable Growth - Seeking sustainable, profitable growth by encouraging relentless pursuit of our vision, speed of action, innovation and leadership in all of our chosen business activities.</p> <p>Involved Employees – Striving for a workplace where opportunity, openness, enthusiasm, teamwork, accountability and a sense of purpose combine to provide a rewarding professional experience.</p> <p>ClearSpan Fabric Structures prides itself on providing excellent customer service. ClearSpan's growth within the fabric industry has been largely attributed to our loyal customer base, brand recognition, and strong brand reputation as the leading fabric structure manufacturer in the United States. Compared to brick and mortar structures or metal buildings, fabric buildings often offer lower initial costs, provide fast installation, and lower running costs.</p> <p>ClearSpan Fabric Structures has maintained an industry leading presence in the Fabric Structures with Related Materials and Services category serving Municipal clients by providing structures for many different applications. ClearSpan structures can be used for storage of bulk commodities including road salt, gravel, soil, sand, asphalt millings, and cold patch to name a few. Additionally fabric structures are often used to mitigate water quality concerns caused by runoff precipitation from sludge drying beds at waste water facilities and equipment storage and maintenance areas. ClearSpan Fabric structures are also commonly used for general assembly areas and shade structures along with a plethora of uses for athletic and recreation facilities. Our pavilion structures are a popular option for many public facilities to cover picnic table areas, outdoor concert venues, and natatoriums.</p>

8	Provide a detailed description of the products and services that you are offering in your proposal.	<p>The type of structures that ClearSpan Fabric Structures will be offering the Sourcewell members is defined by the International Building Code (IBC) as a rigid frame supported, membrane covered structure. ClearSpan Fabric Structures primary structural framework is manufactured using a triple galvanized steel that includes a 50 year warranty. Our frames come in a variety of widths and lengths, and offer varying aesthetic options including a round style and gable style profile and a rigid I-beam design depending on the customers' intended application. ClearSpan Fabric Structures fabric membrane is an industry premium 29 oz/30 mil rip-stop PVC material. ClearSpan's fabric membrane includes a 30 year warranty.</p> <p>ClearSpan will work with each member to engineer and design a structure based on the specific application, location and building code requirements. Our professional team of engineers and project managers, along with industry experts will work with each client individually from concept to completion. ClearSpan prides itself on the flexibility to accommodate varying levels of complexity and required involvement with projects. For some of our customers, ClearSpan's involvement in the process ends upon delivery of the structure, as many of our customers choose to complete a self-installation. For other customers, ClearSpan also offers installation services. ClearSpan Installation services can include not only the primary structure and foundation, but also installation of accessories such as doors, fans, heaters, lights and insulation. The innovative foundation options available through ClearSpan may include: concrete piers, helical anchoring systems, and above grade concrete foundations. ClearSpan Fabric Structures can expedite the mobilization of a structure and crew in extremely short timeframes to service Sourcewell members who find themselves with an immediate need.</p>
9	What are your company's expectations in the event of an award?	<p>ClearSpan enjoys a dominant presence in the fabric building industry through our state of the art website, online marketing presence, trade show brand recognition, educational seminars, and catalog inquiries. ClearSpan fields an average of 5-6 new phone calls and internet inquiries from municipal clients daily who could benefit from becoming Sourcewell members and purchase a ClearSpan Fabric Structure through this contract. ClearSpan contracted for approximately 10 million dollars in municipal projects during fiscal year 2018 through the official RFP and municipal bid process along with our current Sourcewell awarded contract . We continue to receive numerous inquiries on a daily basis regarding ClearSpan's current participation in cooperative purchasing programs at both the state and national level. Our clients are driving ClearSpan's desire to seek out a contract with Sourcewell for Fabric Buildings and Related Materials to broaden our exposure to Sourcewell members looking for structures like those we provide.</p> <p>Based on historical and projected number of inquiries, ClearSpan fully expects to exceed \$5 million worth of business through the new Sourcewell contract in year 1 with steady increases annually as we and our clients become more familiar with the cooperative purchasing program.</p>
10	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Please see ClearSpan's 2018 audited financials and our current financial profit and loss statement in the financial folder. ClearSpan Fabric Structures has also included a bank reference letter for review.
11	What is your US market share for the solutions that you are proposing?	ClearSpan is the largest provider of fabric structures in the United States, accounting for approximately 40-50% of the market.
12	What is your Canadian market share, if any?	ClearSpan does provide products to the Canadian Market, but we do not actively solicit there.
13	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No-ClearSpan Fabric Structures has never petitioned for bankruptcy.
14	<p>How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization.</p> <p>a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned?</p> <p>b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?</p>	<p>CFSI and ESAPCO are two separate companies with common ownership. ESAPCO manufactures ClearSpan buildings, CFSI acts a dealer/distributor of ClearSpan fabric buildings and also offers installation services. All CFSI employees responsible for the services contracted under this RFP will be direct employees.</p> <p>See letter of authorization provided by Barry Goldsher ESAPCO President.</p>
15	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	<p>ClearSpan is a company that sells nationally, in all 50 states from our Connecticut and Iowa locations. Typically it is the responsibility of our clients to obtain all relevant permits for their projects. Many of our clients also do not require local and/or contractor licenses to perform installations. Upon request ClearSpan has historically obtained the necessary business and/or contractor licenses needed to perform installation services from the local AHJ (authority having jurisdiction). ClearSpan customers are provided with stamped engineered drawings for the structure and foundation. Each set of drawings and calculations is reviewed, approved and stamped by a professional engineer licensed in the state in which installation will occur. Current State Contractor's licenses include CA, CO, CT, DE, GA, ID, IA, KS, KY, LA, MA, NM, NC, SC, TN, VA, WA, WV.</p>

16	Provide all "Suspension or Disbarment" information that has applied to your organization during the past ten years.	N/A	*
17	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Engineering services for building and foundation systems Design Consultation services Repair and replacement of existing fabric structures Manufacturing of fabric buildings and ground anchor systems Installation of various foundation systems including ground anchors, concrete, wood, and steel. Provide and install accessories such as lighting, HVAC, doors, lightning protection. Provide and install greenhouse and grow room materials fabricated alongside our tension fabric buildings in our facility.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	Our innovative fabric building solutions have been featured in many trade publications. The manufacturing process for ClearSpan buildings was featured on a popular television show known as "How It's Made" on the Science Channel (https://www.youtube.com/watch?v=cyPkPsbUsxs). ClearSpan Fabric Structures has also been acknowledged as one of Fortune 500s Fastest Growing Companies. ClearSpan is a current awarded contract holder with Sourcewell under contract 030117-CSS.	*
19	What percentage of your sales are to the governmental sector in the past three years	ClearSpan Fabric Structures estimates that 20% of our total sales over the past 3 years have been from the Government sector	*
20	What percentage of your sales are to the education sector in the past three years	ClearSpan Fabric Structures estimates that 8% of our total sales have been from the Education sector.	*
21	List any state or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	ClearSpan is a current awarded contract holder with Sourcewell under contract 030117-CSS. Since the award of our contract in April of 2017 ClearSpan has reported almost \$8,000,000 in sales through this contract with \$1,200,000 in pending projects under contract.	*
22	List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 23.

Entity Name *	Contact Name *	Phone Number *	
San Joaquin Office of Education	Felix Villegas	209.649.0312	*
Gloucester County Improvement Authority	Flossie Ale	856.241.1415	*
James Madison University	Timothy Shantz	540.568.5909	*

Table 5: Top Five Government or Education Customers

Line Item 24. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
James Madison University	Education	Virginia - VA	The scope of work handled by ClearSpan included the supply and installation of an indoor practice football facility for the University including a helical pile foundation, 182x180 structure, along with doors and fans as requested.	\$938,000	\$938,000
Jackson County DOT	Government	Michigan - MI	The scope of work handled by ClearSpan included the supply and installation of two 140x180 ClearSpan fabric structures for equipment storage.	\$480,000	\$968,281
West Liberty University	Education	West Virginia - WV	The scope of work handled by ClearSpan included supply and installation of an indoor baseball / softball practice facility including a helical pile foundation, 120x120 structure, along with doors and fans as requested	\$507,000	\$507,000
Port of Toledo	Government	Ohio - OH	The scope of work handled by ClearSpan included design and supply of (2) 120x400 structures for materials handling at the Port.	\$650,000	\$1,300,000
George Fox University	Education	Oregon - OR	The scope of work handled by ClearSpan included supply and installation of a 140x320 indoor tennis facility for the University.	\$666,900	\$666,900

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *
25	Sales force.	ClearSpan's dedicated sales force consists of 10 industry experts. Building inquiries are primarily fielded at our South Windsor, CT headquarters via telephone, internet inquiries and contact us forms. ClearSpan frequently mobilizes to perform on site consultations, site evaluations and measurements. Upon request, ClearSpan can attend project planning meetings with Town Councils and Budget Committees to present projects on behalf of the inquiring Sourcewell member.
26	Dealer network or other distribution methods.	CFSI acts as the sole distributor of ClearSpan buildings manufactured by ESAPCO. In acting as the sole distributor of ClearSpan fabric structures CFSI maintains control over the quality of service, and allows us to provide the most competitive pricing possible.
27	Service force.	ClearSpan Fabric Structures currently employs 12 project managers, and an average of 40 ironworkers as direct employees. This team of expert installers forms 8 individual road crews that travel nationally to install and service ClearSpan fabric structures. ClearSpan is not bound to a specific geographic location. Our crews easily mobilize quickly and effectively for projects from coast to coast. ClearSpan crews are centrally located at our Dyersville Iowa Campus.
28	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	ClearSpan Fabric Structures is dedicated to providing exceptional customer service. This process begins with the initial consultation and is carried through to installation, project completion, and warranty services. As an example, when a contract is received for a project, a construction services manager is assigned. This project manager will be the primary contact for the customer as they proceed through the design verification process, which includes a series of detailed construction and design verification forms to confirm project details. This process serves to ensure customer satisfaction. Beyond having a dedicated project manager there is a customer service team of 10 representatives available during business hours. ClearSpan is dedicated to responding to customer inquiries the same day they are received.
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A
30	Identify any Sourcewell Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A
31	Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.	ClearSpan intends to honor this Sourcewell contract in its entirety for Sourcewell members in Hawaii, Alaska and US Territories. Due to the complexity of construction projects in Hawaii, Alaska and US territories freight and installation services will need to be quoted on a case by case basis.

Table 7: Marketing Plan

Line Item	Question	Response *
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	ESAPCO mails 17+ million catalogs a year advertising ClearSpan Fabric Structures. The Sourcewell logo is currently and will continue to be incorporated into the catalog along with a sell sheet describing the benefits of working with ClearSpan through our awarded contract. ClearSpan Fabric Structures and ESAPCO also advertise in many trade publications whose advertisements also adorn the Sourcewell logo and associated information. The website www.ClearSpan.com currently features a dedicated link to information about our Sourcewell contract and links directly to the Sourcewell website https://www.clearspan.com/sourcewell/ . Award of a contract would be followed by a national press release.
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	ClearSpan has an active presence on Facebook, Twitter and YouTube. ClearSpan also distributes weekly e-mails to customers and prospects alerting them to recent project successes and new product innovations.
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	ClearSpan understands that it is ClearSpan's responsibility to promote the Sourcewell program. It is ClearSpan's understanding that Sourcewell will promote our company and products as an eligible vendor on their website and in their marketing materials. ClearSpan will be responsible for promoting the Sourcewell program to all eligible municipal customers through live conversations, paper mailings, trade show presence, and digital marketing. The order process would integrate easily with a single point of contact. ClearSpan has enjoyed multiple inquiries per month over the last 2 years originating from Sourcewell members who have found our information on the Sourcewell website. We look forward to an increased number of inquiries once we are listed under the Fabric Structures contract and easier to find.
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	ClearSpan's sister company ESAPCO has transactional websites that governmental agencies or educational customer currently use. Orders are not typically finalized online due to the custom nature of each project. A ClearSpan representative will contact the customer by telephone and email to confirm their needs prior to placing the order.

Table 8: Value-Added Attributes

Line Item	Question	Response *
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell Members. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	The products offered in this proposal do not require training. All orders include a full set of instructions/plans, warranty documentation and a maintenance schedule. ClearSpan installation crews also perform a walk through with the client as part of the job completion checklist. At this time, a ClearSpan crew member will review the maintenance schedule with the customer and give any on site training needed to perform routine maintenance items. There is no cost to this service
37	Describe any technological advances that your proposed products or services offer.	<p>As an option included in this proposal, ClearSpan Fabric Structures offers a helical pile foundation solution that eliminates the need for site excavation and concrete foundations. ClearSpan's helical anchoring system drills directly into the ground, creating a secure and dependable hold. ClearSpan's helical anchors are environmentally friendly, and can be removed without damaging or disturbing the surrounding area. The helical anchoring system offered by ClearSpan also allows for quick construction, and the ability to expand as time goes on. All helical pile foundations can be fully engineered to meet state and local building code requirements.</p> <p>ClearSpan has also recently invested over \$10,000,000 in a new state of the art manufacturing facility in Dyersville Iowa that will not only allow us to offer larger and stronger buildings but will also increase our capacity to service Sourcewell members by over 50% of our current capacity.</p>
38	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Besides providing an energy-efficient, money-saving option, ClearSpan's fabric covers are also 100% recyclable. In addition, ClearSpan's helical anchors are environmentally friendly, and can be removed without damaging or disturbing the surrounding area. For these reasons, many of our customers turn to ClearSpan for an environmentally friendly building solution. Due to the recycled content of ClearSpan's steel framework, ClearSpan Fabric Structures may contribute to a projects eligibility for LEED compliance.
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	ClearSpan structures have contributed to LEED approvals on previous customer projects when reviewed as a portion of the overall project impact study.
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A
41	What unique attributes does your company, your products, or your services offer to Sourcewell Members? What makes your proposed solutions unique in your industry as it applies to Sourcewell members?	There are many qualities that set ClearSpan Fabric Structures apart from other fabric structures. When you choose ClearSpan you are getting the highest quality steel and fabric available, an industry-leading 30-year warranty on covers and a 50-year warranty on frames, and a personal Truss Arch Specialist devoted to fulfilling your application needs. The customer works directly with the manufacturer from the product design phase through installation. ClearSpan's dedication to providing a superior quality building at an economical price and unequalled customer service is what makes us the best choice for any fabric structure application.
42	Identify your ability and willingness to provide your products and services to Sourcewell member agencies in Canada.	ClearSpan is able to provide structures and installation for NJPA members in Canada.

Table 9: Warranty

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

Line Item	Question	Response *
43	Do your warranties cover all products, parts, and labor?	Yes, the warranties for Fabric Structures being sold and distributed through ClearSpan Fabric Structures cover all products, parts and labor.
44	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	The restrictions included in the warranty documentation are clearly outlined in our standard warranty. Please read the included warranty documentation for specifics.
45	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, if ClearSpan Fabric Structures installation services were purchased, the expense of the technicians' travel time and mileage are covered during the labor warranty coverage period. Please see the attached labor warranty documentation.
46	Are there any geographic regions of the United States (and Canada, if applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell Members in these regions be provided service for warranty repair?	No, there are no geographic regions of the United States in which ClearSpan Fabric Structures cannot provide a technician to perform warranty repairs.
47	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Warranty service for items made by other manufacturers that are a part of this proposal are passed to the original manufacturer.
48	What are your proposed exchange and return programs and policies?	The structures offered in ClearSpan Fabric Structures proposal are typically custom in nature and cannot be returned. Auxiliary items such as doors, lights, or fans for example can be returned or exchanged in our standard 90 day term if needed.
49	Describe any service contract options for the items included in your proposal.	ClearSpan has provided a long-term service contract on a one by one basis to previous clients. This can include yearly inspections and maintenance visits depending on the client's needs. This is priced on a case by case basis using labor rates, equipment rental costs, and travel expenses.

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
50	What are your payment terms (e.g., net 10, net 30)?	ClearSpan Fabric Structures strives to make the purchasing process as simple as possible for all Municipal customers. Accordingly, CFSI will offer net 20 terms to all Sourcewell members.
51	Do you provide leasing or financing options, especially those options that schools and governmental entities may need to use in order to make certain acquisitions?	ClearSpan Fabric Structures does not provide leasing or financing options at this time. ClearSpan is currently working with National Cooperative Leasing (Sourcewell awarded contract holder 032615-NCL) to provide leasing and financing options for potential clients.
52	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell Members' purchase orders.	All orders would be placed with ClearSpan Fabric Structures directly, through our dedicated Sourcewell team. All order history and documentation would be stored and readily accessible in our billing system and associated Sourcewell files. With these tools on place, ClearSpan will be able to continue recording all Sourcewell transactions, and furnish said reports quarterly to Sourcewell.
53	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?	Yes, ClearSpan Fabric Structures does accept the P-card procurement and payment process. There are no additional charges associated with the use of this process.

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
54	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcwell discounted price) on all of the items that you want Sourcwell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	ClearSpan Fabric Structures has provided the Sourcwell Review Board with a "Line-Item Pricing" schedule (see attached Excel Sheet). On the excel sheet you will see a breakdown of all included item SKUS, a brief description of each part, ClearSpan Fabric Structures Published Retail Price, as well as the discounted Sourcwell Price. ClearSpan is presenting this proposal with the understanding that the proposed Sourcwell pricing included in this proposal is the ceiling pricing. At no time will ClearSpan offer products or services under this contract at prices above the ceiling price unless a specific request has been made, and approved by Sourcwell in advance to modify the contracted pricing. Product and service categories included in this proposal are: doors, anchors, ventilation, lighting, freight, installation services, engineering services, structures, restocking fees on standard stock items, bond fees, and trade in specifications (please see tabs along the bottom of the included Excel sheet.)
55	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Pricing included in this proposal ranges from 8% off MSRP to 20% off of MSRP depending on the product/service offering. Doors, Anchors, Ventilation, and Lighting average about 15% off MSRP pricing. All installation services are 15% off MSRP pricing, all engineering services are 20% off MSRP, and all structures are 10% off MSRP. ClearSpan Fabric Structures also works with numerous trucking companies to offer the lowest possible shipping costs.
56	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing included in this proposal is the best pricing ClearSpan offers municipalities, universities or school districts. There is a possibility that ClearSpan may be able to offer additional volume discounts above and beyond Sourcwell member pricing on a case by case basis. ClearSpan does not have an established volume discount as it is atypical for ClearSpan to provide more than one structure at a time to a municipal client.
57	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	ClearSpan Fabric Structures will provide a quote per request for all "sourced" products or related services that will be integrated into the ClearSpan structure.
58	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	In the event that a Sourcwell member requires ClearSpan to collect State or local sales tax, an additional fee would apply. All other acquisition costs are included on the provided excel sheet.
59	If freight, delivery, or shipping is an additional cost to the Sourcwell Member, describe in detail the complete freight, shipping, and delivery program.	ClearSpan Fabric Structure's shipping charges are based on a per truck, per mile fee from the ESAPCO manufacturing facility in Dyersville, Iowa. In the pricing spreadsheet included in this package you will see a rate per mile charge broken out per state (under the freight tab.) ClearSpan Fabric Structures will ship anywhere in the United States, and US Territories. Shipments to Alaska, Hawaii, Canada and US Territories will be priced on a case by case basis based on current carrier rates for overseas shipping containers.
60	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	In order to provide the best possible shipping rates for Sourcwell members, shipments to Alaska, Hawaii, Canada, and any offshore delivery will be priced on a case by case basis base on current carrier rates for overseas shipping containers.
61	Describe any unique distribution and/or delivery methods or options offered in your proposal.	N/A

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
62	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	ClearSpan is a current contract holder with Sourcwell (030117-CSS) and has enjoyed an increased presence in the municipal and educational industries as a result of this contract. We will continue to offer the best pricing through Sourcwell in order to bolster not only our own sales but our relationship with Sourcwell.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *
63	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcwell. This process includes ensuring that Sourcwell Members obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcwell.	All Sourcwell projects are currently and will continue to be handled by a single point of contact in order to ensure consistency and accuracy for pricing and reporting. All order history and documentation is and will continue to be stored and readily accessible in our billing system, which will ensure all pricing is accurate. This process also ensures the accuracy of the quarterly reporting process. ClearSpan Fabric Structures contracting and accounts payable department work with this single point of contact to complete the reporting process, and remit the proper administrative fee to Sourcwell.
64	Identify a proposed administrative fee that you will pay to Sourcwell for facilitating, managing, and promoting the Sourcwell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	ClearSpan Fabric Structures will pay NJPA an administrative fee of 2% under this contract.

Table 14: Industry Specific Questions

Line Item	Question	Response *
65	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	ClearSpan's primary metric that will indicate whether or not we are having success with the contract will be sales growth year over year. We will constantly compare our current year to date sales with the previous year's progress to gain an understanding of our success in marketing and explaining the benefits of working with ClearSpan through our awarded Sourcwell contract. ClearSpan will also continue to track the number of inquiries and orders received from client's that were made aware of ClearSpan through the Sourcwell website and other marketing materials. This will help us gauge the exposure we receive by being a part of Sourcwell above and beyond our own marketing efforts.

66	Describe the applications for your product in the government and education verticals.	<p>ClearSpan structures can be used in a virtually unlimited number of applications in both the government and education verticals. Our structures can be used as either temporary or permanent structures allowing them to be used for even more purposes. Most applications stem from a need to protect either people or equipment from the elements while other applications protect the environment from the materials being covered. The lists below are far from complete but give a sampling of the applications we see our client's using our structures for.</p> <p>Education:</p> <ul style="list-style-type: none"> Athletic facilities including tennis, soccer, football, volleyball, cross training, golf, aviation (drones), natatoriums, hockey and more. Temporary and permanent classroom settings Equipment training and testing facilities Environmentally controlled construction areas for students Facilities storage and maintenance facilities for equipment Emergency apparatus storage Indoor equestrian facilities Animal Housing Materials Storage <p>Government:</p> <ul style="list-style-type: none"> Bulk Commodity storage including salt, sand, gravel, asphalt millings, brine salt. Equipment storage and maintenance facilities Drone training facility Waste water treatment including covering systems to prevent algae and animal intrusion as well as sludge confinement for biosolids treatment Fish hatchery covers Aircraft hangars Temporary or permanent fire apparatus structures Emergency housing Recycling facilities for transfer stations and storing bulk and baled materials Event Venues for both indoor and covered park facilities
67	Describe the methods or techniques that impact the durability or longevity of your product.	<p>ClearSpan prides ourselves on the durability and longevity of our structures. Both are directly impacted by both the design and manufacturing process as well as the quality of the materials sourced. ClearSpan uses only high quality steel sourced in the United States for our trusses and beams and uses only industry premium fabric membrane materials that have track records for longevity and durability in the field. Along with designing our structures with more safety factors than required by the governing building codes in most cases, ClearSpan continues to test our fabric covers and inspect our steel members on each order prior to delivery to the jobsite.</p>
68	Describe your design and engineering process at a project level.	<p>ClearSpan projects are assigned to an individual project manager that will walk the customer through the design verification, manufacturing, delivery and erection of the structure. The customer is asked to complete a design verification document that details the dimensions, intended use, location, and building code requirements for their project. At that point ClearSpan's project manager calls a conference call with all involved parties including the customer, their engineer, their project manager, and anyone else they deem necessary. Also included is the ClearSpan project manager, the ClearSpan Sourcewell Representative, the ClearSpan estimator, the ClearSpan design lead, and a ClearSpan engineer. During this call the customer will be brought through the entirety of the project to confirm that they will be receiving the structure they expect. The design is then submitted to our design and engineering department who will contact the local building code official to confirm any code requirements, gather any geotechnical data for foundation design, and run any and all calculations needed to determine the final design for the project. This design and calculations package is then submitted to a third party engineering firm who reviews and confirms the design. They will then stamp the plans if needed with the PE license in the state where the structure will be installed.</p>
69	Describe any manufacturing processes or material specification-related attributes (wind speed or snow load specifications) that differentiate your offering from your competitors.	<p>ClearSpan structures are historically heavier and stronger than most of our competition. The gauge and diameter of our tubular steel is typically larger and offers a stronger building overall. The wind and snow load specifications are site specific so any structure provided to a particular site must meet those ratings so there should not be any differentiation on that level. ClearSpan has provided structures in areas in excess of 150mph wind ratings and over 100 pounds per square foot snow load for previous clients. The product offered to each client must also be specific to their application. ClearSpan has multiple frame designs that can be offered in various levels of corrosion resistance as well. Any building offered for a corrosive environment including waste water projects or road salt storage building should be offered using a post-fabrication hot dip galvanized steel frame for added life expectancy. Our premium 29oz PVC vinyl cover material carries an industry leading 30 year warranty as well.</p>
70	Discuss your proposed product line in terms of sustainability and recycling.	<p>ClearSpan buildings are fabricated with steel that averages over 25% recycled content and can be completely recycled when the customer is done with the building. Due to the nature of the PVC and Polyethylene covers used in our industry they are not fabricated using recycled materials but the covers can be completely recycled as well. ClearSpan has 40 years of experience in manufacturing and strives to follow a "lean" manufacturing model that either avoids wasted materials altogether or finds secondary uses for scrap materials to avoid generating excessive waste.</p>

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 68. NOTICE: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.
2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.
3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.
4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- [Financial Strength and Stability](#) - ENG SERVICES AND CLEARSPAN 2018 FS.pdf - Wednesday September 11, 2019 14:13:43
- [Marketing Plan/Samples](#) - MARKETING.pdf - Wednesday September 11, 2019 14:14:23
- WMBE/MBE/SBE or Related Certificates (optional)
- [Warranty Information](#) - LIMITED WARRANTY 50.30 All.pdf - Wednesday September 11, 2019 14:15:19
- [Pricing](#) - CLEARSPAN SUBMITTAL PRICING.xlsx - Wednesday September 11, 2019 14:15:48
- [Additional Document](#) - TD BANK LETTER and MANUFACTURER LETTER.pdf - Wednesday September 11, 2019 14:17:32

Proposers Assurance of Comp

PROPOSER ASSURANCE OF COMPLIANCE

PROPOSER'S AFFIDAVIT

The undersigned, authorized representative of the entity submitting the foregoing proposal (the "Proposer"), swears that the following statements are true to the best of his or her knowledge.

1. The Proposer is submitting its proposal under its true and correct name, the Proposer has been properly originated and legally exists in good standing in its state of residence, the Proposer possesses, or will possess before delivering any products and related services, all applicable licenses necessary for such delivery to Sourcewell member agencies. The undersigned affirms that he or she is authorized to act on behalf of, and to legally bind the Proposer to the terms in this Contract.
2. The Proposer, or any person representing the Proposer, has not directly or indirectly entered into any agreement or arrangement with any other vendor or supplier, any official or employee of Sourcewell, or any person, firm, or corporation under contract with Sourcewell, in an effort to influence the pricing, terms, or conditions relating to this RFP in any way that adversely affects the free and open competition for a Contract award under this RFP.
3. The contents of the Proposer's proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or agent of the Proposer and will not be communicated to any such persons prior to the official opening of the proposals.
4. The Proposer has examined and understands the terms, conditions, scope, contract opportunity, specifications request, and other documents in this solicitation and affirms that any and all exceptions have been noted and included with the Proposer's Proposal.
5. The Proposer will, if awarded a Contract, provide to Sourcewell Members the /products and services in accordance with the terms, conditions, and scope of this RFP, with the Proposer-offered specifications, and with the other documents in this solicitation.
6. The Proposer agrees to deliver products and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
7. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
8. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statute §13.591, Subd. 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals generally become public data. Minnesota Statute §13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

The Proposer understands that it is the Proposer's duty to protect information that it considers nonpublic, and it agrees to defend and indemnify Sourcewell for reasonable measures that Sourcewell takes to uphold such a data designation.

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

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

Yes No

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
RFP 091319 - Fabric Structures Addendum 2 Tue September 3 2019 12:54 PM	<input checked="" type="checkbox"/>	--
RFP 091319_Fabric Structures_Addendum 1 Fri August 23 2019 08:27 AM	<input checked="" type="checkbox"/>	--

**ACTION
ITEM**

2D



Date: August 7, 2023

To: Honorable Board of Directors

From: Jeff Ziegenbein *JZ#836*
Project Manager

Subject: FY 2023/24 Property Insurance Policy Renewal

RECOMMENDATION

It is recommended that the Board of Directors:

1. Ratify renewal of the Authority's property insurance for Fiscal Year 2023/24 for \$867,952.23 including fees and taxes; and
2. Approve to amend the insurance budget for an additional \$120,000 to cover the increase in insurance premiums.

BACKGROUND

Each year, the Inland Empire Regional Composting Authority purchases insurance policies to protect the Authority and the public against potential liabilities related to property. Renewal of insurance policies is administered by the LACSD Insurance and Claims Coordinator. As indicated in Table 1, premiums for Fiscal Year (FY) 2023/24 increased by \$185,995 due to a combination of extensive claims related to catastrophic events throughout California and across the country over the last few years and the related impacts on the insurance markets resulting in continuous losses. The increase is approximately \$120,000 over the approved budget of \$750,000 which was the estimated cost for coverage based on previous years' premiums.

Staff were unable to find a single provider for the entire coverage target requiring the use of multiple providers. To find best value, staff solicited multiple proposals and explored several alternatives including pooled coverage but determined that the recommended proposal package as the best value. Staff intends to retain a consultant to perform a risk assessment to evaluate coverage options. Increases in premiums and concerns over coverage have created a need to reassess how the IERCF protects the assets while limiting exposure to risk. It is possible that coverage may be reduced without increasing the exposure to loss. It is expected that the evaluation will be completed, and a report will be presented to the IERCA Board early next year.

Table 1: Comparison of Annual Insurance Premiums

Coverage Description	2021-2022	2022-2023	2023-2024
Property –	ACE	ACE	STARR
\$50,000,000 Loss Limit	\$283,750.00	\$321,146.00	\$403,185.00
	+ \$1,200.00	+ \$3,500.00	+ \$12,821.28
Boiler and Machinery Jurisdictional Inspection Fee		Loss Control Engineering Inspection Fee	Taxes and Fees
	Liberty	Liberty	Liberty
	\$230,100.00	\$252,314.00	\$320,296.00
	+ \$7,478.25	+ \$8,200.21	+ \$10,185.42
	Taxes and Fees	Taxes and Fees	Taxes and Fees
Excess Property –	\$82,500.00	\$93,750.00	\$117,721.00
\$20,000,000 excess of \$50mm	+ \$2,681.25	+ \$3,046.88	+ \$3,743.53
	Taxes and Fees	Taxes and Fees	Taxes and Fees
Total	\$596,350.00	\$667,210.00	\$841,202.00
	+ \$11,359.50	+ \$14,747.09	+ \$26,750.23
	Taxes and Fees	Taxes and Fees	Taxes and Fees

PRIOR BOARD ACTION

On May 1, 2023, the Board of Directors approved the IERCA FY 2023/24 Budget with an appropriation for insurance expense of \$750,000.

IMPACT ON BUDGET

The FY 2023/24 budget for insurance premium will increase from \$750,000 to \$870,000. The changes will increase appropriation and reduce Commercial Insurance reserves by \$120,000.

INFORMATION
ITEM

3A

IERCA Air Quality Compliance Update

Sarah Recinto
Associate Engineer
August 7, 2023

Background

- South Coast Air Quality Management District (SCAQMD) is the local regulatory agency responsible for improving air quality in the South Coast Air Basin
- SCAQMD Rule 1133.2: Reduce emission from co-composting operations
 - Volatile Organic Compounds (VOC)
 - Ammonia (NH₃)
- Co-composting exhaust treated by biofilter

Biennial Biofilter Source Test

- Permit conditions:
 - Minimum control efficiency: 80%
 - Monthly maximum emissions:
 - VOC = 5,052 lbs
 - NH₃ = 1,584 lbs
- Historically met permit conditions
- Feb 2023: Did not meet mass emissions limits and minimum VOC removal efficiency



Engineering Test Results

- Contracted CE Schmidt to conduct small-scale engineering test on April 19, 2023 to validate or invalidate the source test results
- Confirmed that the biofilter is not performing up to design or historical standards

Biofilter Performance Improvement Activities

- Developed a flux chamber testing protocol using Draeger tubes to measure ammonia concentrations on biofilter surface
- Conducted weekly testing for outlet ammonia concentrations
- Major flush out and regular irrigation
- Balancing airflow to biofilter cells



Results: Outlet ammonia concentrations have continued to decrease

Next Steps

- Continue to maintain and monitor biofilter performance
- Retest biofilter to verify compliance
 - Invite SCAQMD to witness the test
- Continue to receive legal guidance from Curtis Coleman, previous SCAQMD general counsel

INFORMATION
ITEM

3B



Date: August 07, 2023

To: Honorable Board of Directors

From: Jeff Ziegenbein
Project Manager *JZ#836*

Mike Sullivan
Assistant Project Manager

Subject: Project Manager's Report

RECOMMENDATION

This is an information item for the Board to receive and file.

BACKGROUND

Operations

The Inland Empire Regional Composting Facility (IERCF) continued to maintain high throughput levels, processing up to 4,500 wet tons of biosolids and amendments weekly, Monday through Friday.

Since the last update, the IERCF staff has:

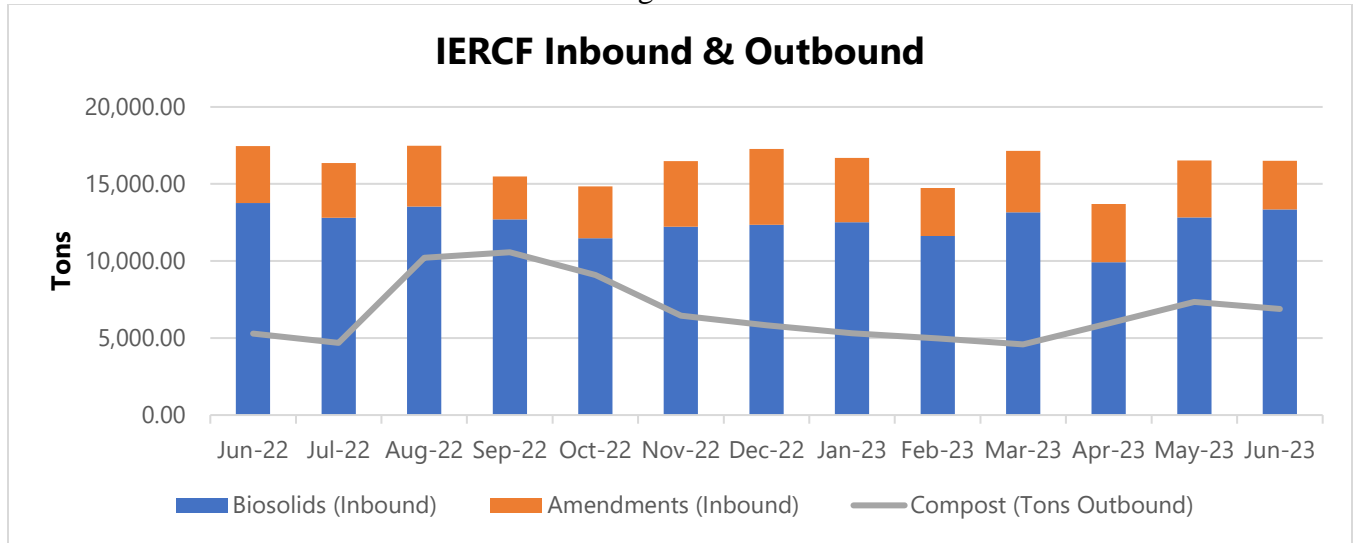
- Maintained maximum throughput, surpassing revenue targets;
- Maintained compost sales volumes on pace with production volumes; and
- Surpassed 690 days with no recordable or lost time incidents as of June 30, 2023.

Table 1 lists materials processed for the current fiscal year 2022/23, July 1, 2022 – June 30, 2023, the same period in the previous fiscal year 2021/2022, and since start-up in April 2007 through June 30, 2023.

Table 1: Process summary

	FY 2022/23	FY 2021/22	2007-2023
Biosolids Processed (wet tons)	148,483	154,196	2,212,757
Amendments Processed (wet tons)	44,750	48,254	824,659
Compost Sold (cubic yards)	233,932	213,475	3,446,218

Chart 1: 12 months’ Inbound & Outbound Tonnage



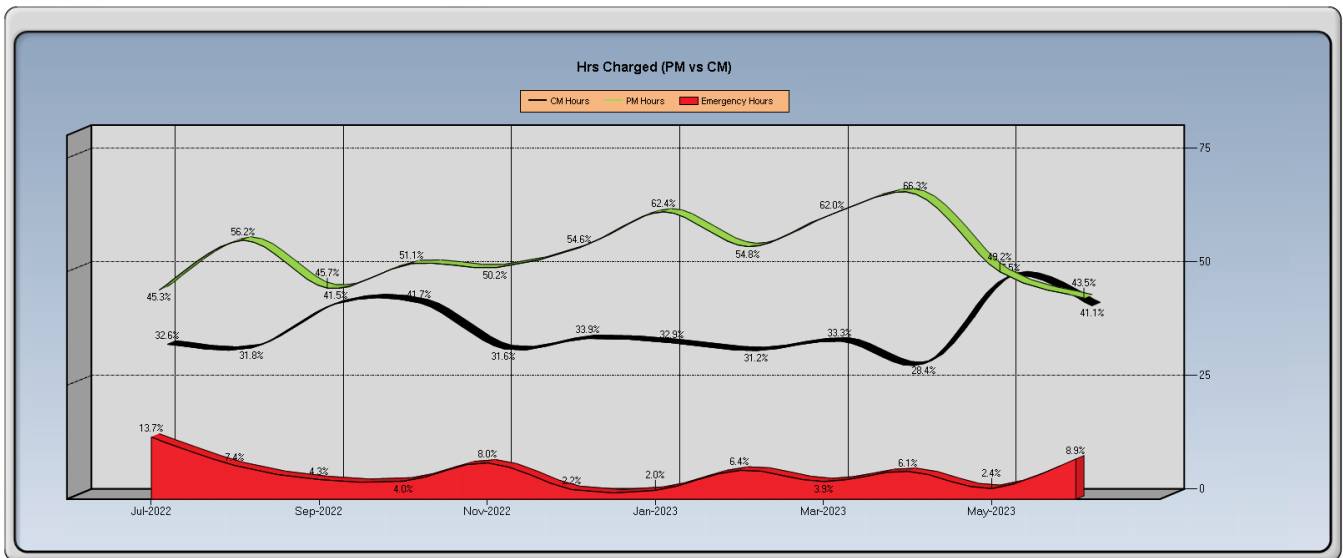
Liebherr Number 4 Update

IERCF received the final Liebherr loader on April 12, 2023. There is now a total of four Liebherr units at the facility operating in production. These new loaders, along with service agreements and warranties, will reduce operations and maintenance expenses significantly while improving uptime required for the facility to maintain continued operations at full capacity. Documented diesel fuel consumption is reduced by 50%. Two end of life John Deere 744J wheel loaders were replaced by two of the new CARB compliant Liebherr L566 wheel loaders through the Carl Moyer AQMD grant program. The two John Deere wheel loaders awarded the IERCA \$164,437.00 towards the purchase of the replacement Liebherr’s through the Carl Moyer grant program. In addition to this money, IERCF auctioned the disabled John Deere loaders for approximately \$24,000 as scrap metal.

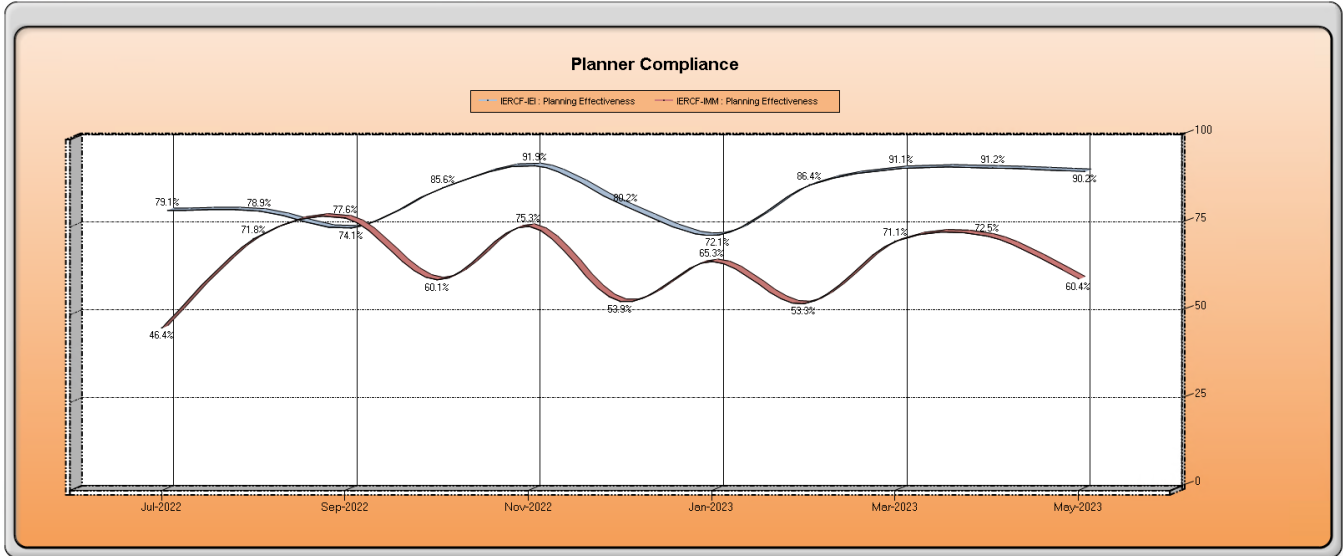
Maintenance/Asset Management

The Maintenance department continues to make progress in pursuit of continuous improvement and reliability-centered maintenance strategies. One key element is to track maintenance activities and to share the report with the team. The following are reports generated with our maintenance scheduling software called PaSTA. Daily operations/maintenance coordination meetings allow the entire team to review completed work, and to prioritize work to be completed in the future.

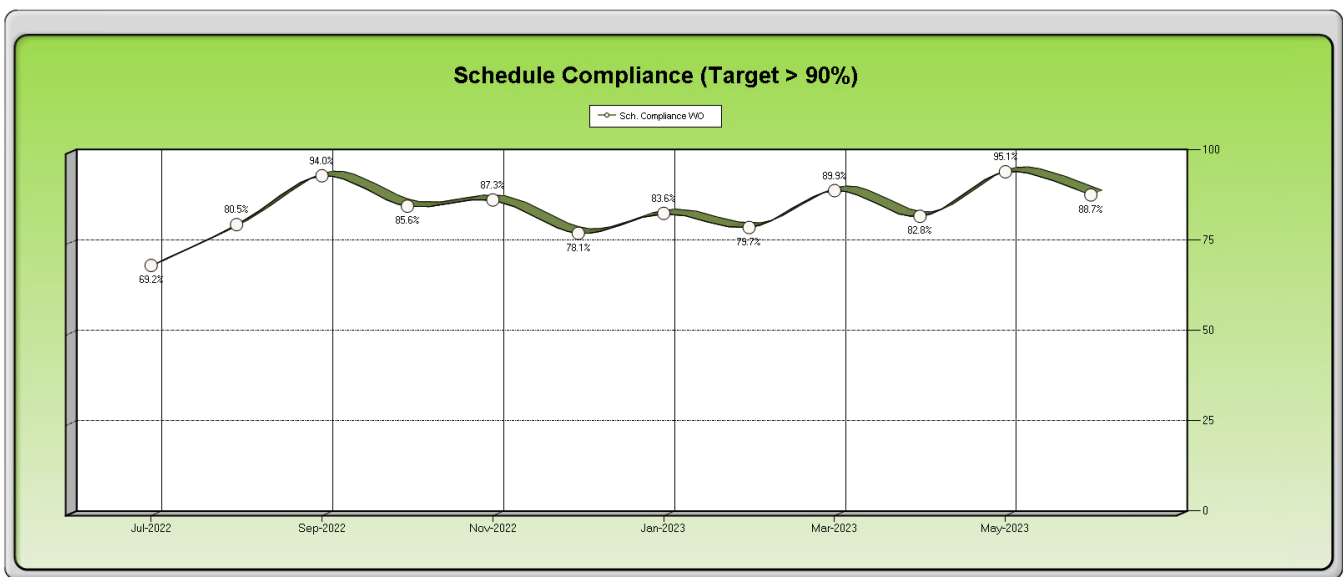
CM & PM Comparison – Preventative maintenance aims to prevent equipment failure and prolong the lifespan of equipment, while corrective maintenance aims to fix equipment that has failed or is no longer functioning properly. Preventative maintenance is a proactive approach that is performed on a regular basis, while corrective maintenance is a reactive approach that is performed when something has gone wrong. Maintenance staff are continually monitoring these metrics to determine base line standards for our facility and compare with industry Best Management Practices.



Planner Compliance – Planner compliance percentage is a measurement that allows Maintenance Staff to monitor and identify areas where improvements can be made to increase efficiency and reduce costs, while ensuring that maintenance work is carried out safely and effectively.



Schedule Compliance - Maintenance schedule compliance monitors the percentage to which maintenance activities are being performed according to a predetermined schedule. Compliance with the maintenance schedule is important because it ensures that equipment is properly maintained and in good working condition, which can help to prevent breakdowns and unplanned downtime. In addition to extending the useful life of equipment and reduce overall cost of ownership.



Projects

In Process:

- The Maintenance Department has completed its assessment of the new refillable style auto greaser on facility fans that run 24 hours. These new auto greasers are remotely mounted, allowing them to not be affected by the heat or vibration from the equipment running. Maintenance staff have proven the efficiency, cost effectiveness, and durability of the units in our very specific and challenging environment. Staff plans over the next year to roll out a more extensive installation plan to include additional fans along with other types of rotating equipment.
- Maintenance staff have awarded the low bid contractor the replacement of the underground valve on PIV #5 and will begin construction on project RA23005 within the next quarter. Staff will provide updates as they become available. Funds for this project are available from the approved fiscal year 22/23 budget.
- Staff issued a Request for Proposal for the replacement of the Active Hopper, which has reached the end of its useful life. One bid was received however was over the initial estimated budget. The Request for Proposal was reissued and again resulted in only one bidder. Staff is currently in the process of working with the bidder to finalize a design for best and final pricing. Funds for this project are available from the approved fiscal year 22/23 budget.
- South MCC HVAC Project RA23002 has been awarded to ACCO Engineering and after the extended production time from the manufacturer the unit was finally given a ship date. Staff along with ACCO and sub-contractors have performed the preliminary job walk and installation is scheduled begin in July 2023. Funds for this project are available from the approved fiscal year 22/23 budget.



Recruitment

IERCF has completed and successfully onboarded 2 new staff members for a Mechanic II and an Administrative Intern position.

IERCF Outreach and Tours

On Friday, June 15, State Senator Josh Newman joined IEUA Board President Marco Tule and Director Michael Camacho for a discussion and tour of the Inland Empire Regional Composting Facility. The IERCF team provided the Senator with a great overview of how the composting facility relates to our overall wastewater treatment process and the overall benefits that IERCF provides for our community.



IERCA sales staff conducted multiple tours during the 4th quarter of the fiscal year. On April 10th 25 students from Mt San Antonio College attended a presentation and toured the facility.

What's Happening Around IERCF?

On May 25, 2023, the IERCF celebrated Mental Health Awareness Month with a staff BBQ. The team enjoyed lunch and received care packages from HR.



Sales and Marketing Report

IERCA continues to service over 100 active customers for retail bulk sales, landscaping, turf preparation, nursery blends and agricultural use. The facility has been sold out of compost for most of the 4th quarter due to large CalTrans projects starting up in San Diego and around the region. The landscape market has boomed during the spring months accounting for 90 percent of sales with the remainder going to Agriculture and retail markets. The STA certified quality of SoilPro Compost continues to be the main selling point for IERCA. Will call and contract customers continue to be consistent, which is keeping up with the production goals and maintaining facility throughput.



Compost Applied to Vineyards



Compost being Applied at DOT Jobsite

Association of Compost Producers (ACP) initiated a marketing committee that includes IERCF staff, ACP leadership and a compost marketing company, Zero Foodprint, to promote and advocate for the beneficial use of compost in agriculture and within California cities. Weekly meetings are being conducted to create growth opportunities including the development of a “Composters Map” to enable agricultural and jurisdictions to identify nearby sources of compost. This effort has resulted in multiple contacts with the IERCF sales staff.

Table 2: Summary of monthly sales and revenue

MONTH	TOTAL YARDS 2022/2023	TOTAL YARDS 2021/2022	TOTAL REVENUE 2022/2023	TOTAL REVENUE 2021/2022
April	16,958.83	20,230.40	\$35,356.70	\$39,429.96
May	20,842.83	14,608.91	\$52,202.93	\$34,098.62
June	19,560.60	15,128.07	\$49,574.81	\$30,022.09
TOTAL	57,362.26	49,967.38	\$137,134.44	\$103,550.67
AVERAGE	19,120.75	16,655.79	\$45,711.48	\$34,516.89

Table 3: Monthly Account Receivable Aging Report for IERCA (7/5/2023)

Column1	Current	1 - 30 days	31 - 60 days	61 - 90 days	91 to 120 days	121 days and above	Total
Amount	\$437,153.78	\$167,481.99	\$15,381.16	\$5,876.71	\$11,343.35	\$141,876.96	\$779,113.95
# Of Invoices	27	10	9	8	3	86	143
# Of Customers	26	12	9	9	4	26	54

Monthly Accounts Receivable Notes

Five customers amount for 82% of the 121-days past due invoices with a total of \$116,109.92. These customers are primarily Agriculture farmers who time their expenses around their crop sales

PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

None.

**INFORMATION
ITEM**

3C



Date: August 7, 2023

To: Honorable Board of Directors

From: Kristine Day
Acting Treasurer 

Subject: Treasurer's Report of Financial Affairs for the Quarter Ended
June 30, 2023

RECOMMENDATION

The Treasurer's Report of Financial Affairs for the quarter ended June 30, 2023, is an informational item for the Board's review.

BACKGROUND

In accordance with State Code, Section 53646(b) (1), and the Authority's Investment Policy (Resolution No. 2023-5-1), a periodic investment report shall be submitted to members of the Board for review. This report includes in part, the investment types, investment institutions, maturity dates, investment amount, current market value, and rate of interest/earnings yield.

The Treasurer's Report of Financial Affairs for the quarter ended June 30, 2023, is hereby submitted in a format consistent with State requirements. As shown in the table below, the total cash, investments, and restricted deposits were \$4,950,085 reflecting a decrease of \$590,685 compared to the March balance of \$5,540,770. The decrease was primarily due to the purchase of a Bejac Loader in May 2023.

The Authority's investment portfolio average rate of return in June 2023⁽²⁾ was 1.677 percent compared to the March 2022⁽¹⁾ yield of 1.515 percent. The increase was due to higher interest rates from Los Angeles County Pooled Investment and the Local Agency Investment Fund (LAIF) accounts. Interest earnings for the quarter ended June 30, 2023 were \$14,361.

	March (1)	June (2)	Changes from Prior Quarter
Total Cash, Investments, Restricted Deposits	\$5,540,770	\$4,950,085	(\$590,685)
Investment Portfolio Average Rate of Return	1.515%	1.677%	0.162%

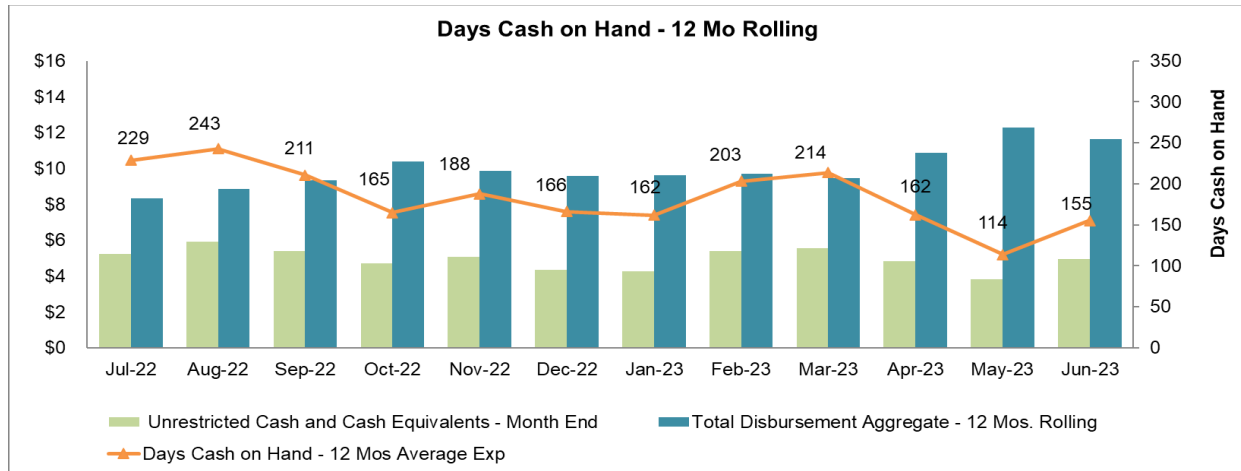
(1) Interest rates for the LA County Pooled Investment and LAIF as of February 2022

(2) Interest rates for the LA County Pooled Investment as of May 2023

August 7, 2023

Page 2 of 2

Cash on hand (COH) for the month ended June 30, 2023, was 155 days compared to the March 31, 2023, COH of 214 days. The decrease is due to lower cash balance and higher average monthly disbursements primarily from the purchase of Bejac loader. The COH is a financial ratio used to measure cash readily available to pay expenses. Average days of cash on hand is calculated using the monthly ending balance of unrestricted cash and cash equivalents divided by disbursements associated with operating and capital expense as recorded in the Authority’s cash flow.



PRIOR BOARD ACTION

None.

IMPACT ON BUDGET

The interest earned on the Authority’s investment portfolio increases the Authority’s reserves.

Attachment: Treasurer’s Report of Financial Affairs for quarter ended June 30, 2023.

TREASURER'S REPORT OF FINANCIAL AFFAIRS

For the Quarter Ended June 30, 2023



All investment transactions have been executed in accordance with the criteria stated in the Authority's Investment Policy (Resolution No. 2023-5-1), adopted by the Inland Empire Regional Composting Authority's Board of Directors during its regular meeting held on May 1, 2023.

The funds anticipated to be available during the next six-month period are expected to be sufficient to meet all foreseen expenditures during the period.

** A Joint Powers Authority*

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**Cash Position**

Quarter Ended

June 30, 2023

Unrestricted Accounts**Cash, Bank Deposits, and Bank Investment Accounts****Investments**

	June	March
	\$593,001	\$552,245
Citizens Business Bank (CBB) Repurchase (Sweep)	\$2,034,803	\$2,682,166
LA County Pooled Investment	1,296,920	1,287,864
Local Agency Investment Fund (LAIF)	1,025,360	1,018,495
Total Investments	\$4,357,084	\$4,988,525
Total Unrestricted Cash and Investments Available to the Authority	\$4,950,085	\$5,540,770
<i>Total Unrestricted Cash and Investments</i>	<i>\$4,950,085</i>	<i>\$5,540,770</i>
<i>Net Change from previous Quarter</i>	<i>(\$590,685)</i>	

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**Cash Position**Quarter Ended
June 30, 2023**Unrestricted Accounts****Cash, Bank Deposits, and Bank Investment Accounts**
For the Quarter Ended June 30, 2023

Demand (Checking) Accounts	\$593,001
Subtotal Demand Deposits	\$593,001
<i>Total Cash and Bank Investment Accounts</i>	<u>\$593,001</u>

Investments

Citizens Business Bank (CBB) Repurchase (Sweep)	\$2,034,803
Local Agency Investment Fund (LAIF)	1,025,360
LA County Pooled Investment	1,296,920
	<u>\$4,357,084</u>
<i>Total Investments</i>	<u>\$4,357,084</u>

<i>Total Cash, Investments and Restricted Deposits as of June 30, 2023</i>	<u><u>\$4,950,085</u></u>
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Total Unrestricted Cash and Investments as of 6/30/2023	<u>\$4,950,085</u>
Less: Total Unrestricted Cash and Investments as of 3/31/2023	<u>\$5,540,770</u>
<i>Total Quarterly Increase (Decrease)</i>	<u><u>(\$590,685)</u></u>

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**Cash Position**Quarter Ended
June 30, 2023

	Par Amount	Principal Amount	June Amortization	% Yield	Market Value
Investments					
<u>For the Quarter Ended June 30, 2023</u>					
<u>Cash, Bank Deposits, and Bank Investment Accounts</u>					
Citizens Business Bank					
Checking Account	\$593,001	\$593,001	\$593,001	N/A	\$593,001
Preferred Money Market Acct	0	0	0		0
Subtotal CBB	\$593,001	\$593,001	\$593,001	N/A	\$593,001
Total Unrestricted Accounts	\$593,001	\$593,001	\$593,001		\$593,001
<u>Investments</u>					
Citizens Business Bank Sweep ⁽¹⁾	\$2,034,803	\$2,034,803	\$2,034,803	0.100%	\$2,034,803
LA County Pooled Investment ⁽²⁾	\$1,296,920	\$1,296,920	\$1,296,920	3.740%	\$1,296,920
Local Agency Investment Fund	\$1,025,360	\$1,025,360	\$1,025,360	3.167%	\$1,025,360
Subtotal Investments	\$4,357,084	\$4,357,084	\$4,357,084	1.905%	\$4,357,084
Total Investments	\$4,357,084	\$4,357,084	\$4,357,084		\$4,357,084
Total Unrestricted Cash and Investments as of June 30, 2023	\$4,950,085	\$4,950,085	\$4,950,085		\$4,950,085

⁽¹⁾ Citizens Business Bank Sweep rate decreased from 0.50% to 0.10% on May 11, 2023⁽²⁾ Interest Rate information from the LA County Pooled Investment is as of May 2023.

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY**Cash Position**Quarter Ended
June 30, 2023**Unrestricted Accounts****Cash, Bank Deposits, and Bank Investment Accounts**

	<u>Amount Invested</u>	<u>Yield</u>
Citizens Business Bank - Sweep Account ⁽¹⁾	\$2,034,803	0.100%
LA County Pooled Investment ⁽²⁾	1,296,920	3.740%
Local Agency Investment Fund	1,025,360	3.167%
	\$4,357,084	1.905%
Bank Accounts		
Citizens Business Bank -Demand Account	\$593,001	N/A
	\$593,001	
Total Portfolio	\$4,950,085	
Investment Portfolio Rate of Return		1.677%
<u>Restricted/Transitory/Other Demand Accounts</u>	<u>Amount Invested</u>	<u>Yield</u>
Total Other Accounts	\$0	0.000%
Total Authority Directed Deposits	\$4,950,085	

*(1) Citizens Business Bank Sweep rate decreased from 0.50% to 0.10% on May 11, 2023**(2) Interest Rate information from the LA County Pooled Investment is as of May 2023.*

INLAND EMPIRE REGIONAL COMPOSTING AUTHORITY

Cash Position

Quarter Ended

June 30, 2023

