

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
CLARK EQUIPMENT COMPANY  
DBA BOBCAT COMPANY  
FOR MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH  
RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES**

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**I. RECITALS**

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

B. The Sourcewell (Agency) formerly known as National Joint Powers Alliance (NJPA) issued a request for proposals, RFP # 040319, for the procurement of Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies by posting the solicitation on Agency's website and by advertising the solicitation in eight different news publications of general circulation approximately 40 days before the proposal was due.

C. On May 28, 2019, based on the results of the competitive process, Agency awarded a contract with and executed the Medium Duty and Compact Construction Equipment with Related Attachments, Accessories, and Supplies agreement with Contractor, identified as Sourcewell Contract Number 040319-CEC, (cumulatively referred to as the "Agency Agreement"), attached as Exhibit 1.

D. On November 27, 2020, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide to City the same pricing offered to Agency for the procurement of Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies consistent with the terms and conditions in the Agency Agreement except as modified herein. The parties agree and acknowledge that no consulting services will be procured under this Contract as defined in SDMC section 22.3003.

**II. GENERAL PROVISIONS**

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

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

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through May 31, 2023, with up to an additional one (1) year option period, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99 and provided that Agency exercises its one (1) year option within its Agency Agreement. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed five (5) years without approval of the City of San Diego Council by Ordinance.

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

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

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

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

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

### **III. CONTRACT ADMINISTRATOR**

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

Fleet Operations Department, Attention: Ralph Monroy  
2740 Caminito Chollas  
San Diego, CA 92105  
Email: [rmonroy@sandiego.gov](mailto:rmonroy@sandiego.gov)  
Phone Number: 619-527-7577

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or

deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Purchasing and Contracting Department  
Attention: Raymond Falcon  
1200 3<sup>rd</sup> Avenue – Suite 200  
San Diego, CA 92101  
[RFalcon@sandiego.gov](mailto:RFalcon@sandiego.gov)

#### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$2,000,000.00. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing duly executed by City and Contractor increasing this not-to-exceed amount.

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

#### **V. CONTRACT**

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the RFP # 040319 for the procurement of Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies, the Contractor's Proposer Questionnaire, Contractor's Exceptions to Proposal, Terms, Conditions, and the Agency Agreement (all of which includes current pricing information, the fully executed Forms C, D, F, & P from Contractor's response pursuant to the Agency's RFP, and the fully executed Form E, which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

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

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of

specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Contract
- 3<sup>rd</sup> Contractor's Response to Solicitation, including:  
Contractor's Proposer Questionnaire, and  
Contractor's Exceptions to Proposal, Terms, Conditions
- 4<sup>th</sup> Agency's RFP for the procurement of Medium Duty and Compact Construction and Maintenance Equipment with Related Attachments, Accessories, and Supplies

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

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

## **VI. CITY'S ADDITIONAL TERMS**

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

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

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

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

5. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor

for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

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

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

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

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

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

CLARK EQUIPMENT COMPANY  
DBA BOBCAT COMPANY

By: Randy L. Fuss

Name: Randy L. Fuss

Title: director, Government Accounts

Date: 12/07/2020

THE CITY OF SAN DIEGO

By: Angela Errico

Angela Errico  
Interim Deputy Director  
Purchasing & Contracting

Date: 2/1/2021

Approved as to form this 24<sup>th</sup> day of  
February, 2021.

MARA W. ELLIOTT, City Attorney

By: MarKecia Simmons  
Deputy City Attorney

Print Name: MarKecia Simmons

## **EXHIBIT 1: AGENCY AGREEMENT**


**EXCEPTIONS TO PROPOSAL, TERMS, CONDITIONS,  
AND SOLUTIONS REQUEST**



Company Name: **Clark Equipment Company dba Bobcat Company**

Any exceptions to the terms, conditions, specifications, or proposal forms contained in this RFP must be noted in writing and included with the Proposer's response. The Proposer acknowledges that the exceptions listed may or may not be accepted by Sourcewell or included in the final contract. Sourcewell will make reasonable efforts to accommodate the listed exceptions and may clarify the exceptions in the appropriate section below.

Section/page	Term, Condition, or Specification	Exception	Sourcewell ACCEPTS
N/A			

Proposer's Signature: 

Date: 3-29-2019

**Sourcewell's clarification on exceptions listed above:**





**FORM D**

**Formal Offering of Proposal**  
(To be completed only by the Proposer)

**MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS,  
ACCESSORIES, AND SUPPLIES**

In compliance with the Request for Proposal (RFP) for MEDIUM DUTY AND COMPACT CONSTRUCTION EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND SUPPLIES, the undersigned warrants that the Proposer has examined this RFP and, being familiar with all of the instructions, terms and conditions, general and technical specifications, sales and service expectations, and any special terms, agrees to furnish the defined products and related services in full compliance with all terms and conditions of this RFP, any applicable amendments of this RFP, and all Proposer's response documentation. The Proposer further understands that it accepts the full responsibility as the sole source of solutions proposed in this RFP response and that the Proposer accepts responsibility for any subcontractors used to fulfill this proposal.

Company Name: Clark Equipment Company dba Bobcat Company Date: 03-29-2019

Company Address: 250 East Beaton Dr.

City: West Fargo State: ND Zip: 58078

CAGE Code/DUNS: 1QK63 / 152762931

Contact Person: Randy L. Fuss Title: Director, Government Accounts

Authorized Signature:  Randy L. Fuss  
(Name printed or typed)



**FORM E**  
**CONTRACT ACCEPTANCE AND AWARD**



(Top portion of this form will be completed by Sourcewell if the vendor is awarded a contract. The vendor should complete the vendor authorized signatures as part of the RFP response.)

Sourcewell Contract #: 040319-CEC

Proposer's full legal name: Clark Equipment Company dba Bobcat Company

**Based on Sourcewell's evaluation of your proposal, you have been awarded a contract. As an awarded vendor, you agree to provide the products and services contained in your proposal and to meet all the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by Sourcewell.**

The effective date of the Contract will be May 31, 2019 and will expire on May 31, 2023 (no later than the later of four years from the expiration date of the currently awarded contract or four years from the date that the Sourcewell Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at Sourcewell's discretion.

**Sourcewell Authorized Signatures:**

DocuSigned by:  
Jeremy Schwartz  
CDFD2A139D06489  
SOURCEWELL DIRECTOR OF OPERATIONS AND  
PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz  
(NAME PRINTED OR TYPED)

DocuSigned by:  
Chad Coquette  
7E428BF817A64CC  
SOURCEWELL EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coquette  
(NAME PRINTED OR TYPED)

Awarded on May 28, 2019

Sourcewell Contract # 040319-CEC

**Vendor Authorized Signatures:**

The Vendor hereby accepts this Contract award, including all accepted exceptions and amendments.

Vendor Name Clark Equipment Company dba Bobcat Company

Authorized Signatory's Title Director, Government Accounts

Randy L. Fuss  
VENDOR AUTHORIZED SIGNATURE

Randy L. Fuss  
(NAME PRINTED OR TYPED)

Executed on May 30<sup>th</sup>, 2019

Sourcewell Contract # 040319-CEC



**Form F**

**PROPOSER ASSURANCE OF COMPLIANCE**

**Proposal Affidavit Signature Page**

**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 members 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 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 in writing and have been included with the Proposer's RFP response.
4. 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.
5. 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.
6. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
7. 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.
8. 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.

**[The rest of this page has been left intentionally blank. Signature page below]**

By signing below, Proposer is acknowledging that he or she has read, understands, and agrees to comply with the terms and conditions specified above.

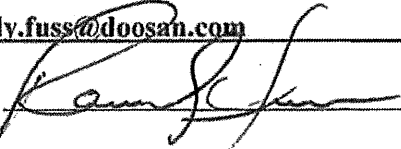
Company Name: Clark Equipment Company dba Bobcat Company

Address: 250 East Beaton Dr.

City/State/Zip: West Fargo, ND. 58078

Telephone Number: 701-241-8746

E-mail Address: randy.fuss@doosan.com

Authorized Signature: 

Authorized Name (printed): Randy L. Fuss

Title: Director, Government Accounts

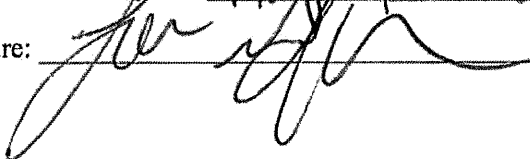
Date: 3-29-2019

**Notarized**

Subscribed and sworn to before me this 29 day of March, 2019

Notary Public in and for the County of Cass State of ND

My commission expires: May 8, 2023

Signature: 

LOGAN GIEFER  
State of North Dakota  
Notary Public  
My Commission Expires May 8, 2023



## Form P

### PROPOSER QUESTIONNAIRE

#### Payment Terms, Warranty, Products and Services, Pricing and Delivery, and Industry-Specific Questions

Proposer Name: Clark Equipment Company dba Bobcat Company

Questionnaire completed by: Randy L. Fuss Director, Government Accounts

#### Payment Terms and Financing Options

1) What are your payment terms (e.g., net 10, net 30)?

- Bobcat Company  
Terms: Net 30

2) 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?

- Bobcat Company  
We provide competitive leasing, tax free municipal leasing and other financing options for various terms, which are available through the authorized dealer locations and other third party financing organizations such as; Wells Fargo, PNC, and National Cooperative Leasing.

3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to Sourcewell. 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.

- Bobcat Company
  - Quote preparation will be completed by the Government Accounts Department or Bobcat Dealer Sales Representative
  - Quote presented will include ordering instructions to submit to the Government Accounts Department or respective Bobcat Dealer
  - All orders will be sent to and handled/processed through the corporate Bobcat Government Accounts Department to validate pricing, order control and visibility with the factories, and proper recording for audit purposes and sales report accountability.
  - Order is entered into the ERP System
  - Dealer is notified of order and any special requirements and install instructions
  - Machine is built, inspected and shipped from the Bobcat Factory to the respective delivering Bobcat Dealer
  - Bobcat Dealer will complete the pre-delivery inspection, install ordered parts/accessories and attachments and complete final delivery to government customer and complete initial operator/safety/maintenance training.
  - Bobcat Dealer will submit a signed delivery report notifying Bobcat Company of delivery and acceptance.
  - Bobcat Company or Bobcat Dealer invoices customer

4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell Members for using this process?

### Bobcat Company

Yes, Bobcat Company will accept government purchase cards to satisfy payment requirements. Currently, Bobcat Company does not charge any additional fees for credit card payments.

### Warranty

- 5) Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may include in your response a copy of your warranties, but at a minimum please also answer the following questions.

#### Bobcat Company

All Bobcat Skid Steer Loaders, Compact Track Loaders, and Mini-Excavators will include a 24 month/Unlimited hours warranty. All other products to include; Toolcat, Utility Vehicles, Mini-Track Loaders, and Versa-Handlers will include a 12 month/Unlimited hours warranty. (See Attached Warranty Statements)

- **Do your warranties cover all products, parts, and labor?**
  - Bobcat Company
    - Warranties will cover all parts and labor within the specified warranty period.
- **Do your warranties impose usage restrictions or other limitations that adversely affect coverage?**
  - Bobcat Company
    - Customary to the manufacturing industry, usage limitations such as; length of time or number of month (i.e. 12 months) and/or the number of hours (i.e. 2000 hours). Optional Manufacturers Warranty would also follow the aforementioned number of months/hours methodology.
    - Other limitations or circumstances that would restrict or otherwise create warranty limitations are; abuse, unauthorized alterations; damage; environmental conditions, inadequate maintenance, adjustments, normal wear/tear, consumable items, unauthorized repairs, rentals/loaner units, diagnostic time, freight charges, project/job loss, and clean up time
- **Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?**
  - Bobcat Company
    - Travel time for technicians will not be covered to perform warranty repair.
- **Are there any geographic regions of the United States 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?**
  - Bobcat Company
    - Bobcat Company has nearly 600 independently owned and authorized dealers throughout North America. There are multiple dealers or enterprise locations within each state that will stand ready to perform service and warranty work to best serve the government customers.
- **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?**
  - Bobcat Company
    - Warranty service for any items made by other manufacturers or not manufactured by Bobcat Company will be passed on to the original equipment manufacturer. Note, all products currently offered in response to this RFP will be covered by the warranty of Bobcat Company.
- **What are your proposed exchange and return programs and policies?**
  - Bobcat Company

- Exchange and returns rarely occur, however in the event that the situation(s) shall arise, Bobcat Company will work with the customer on a case by case basis. It is Bobcat Company's intent to create a world class customer experience and will work diligently with the customer(s) and dealer(s) to quickly provide resolution and minimize any disruption in the customer(s) operations.

**6) Describe any service contract options for the items included in your proposal.**

○ **Bobcat Company**

- Service contracts will be only offered by the Bobcat independently owned and authorized dealers
- If so chosen by the customer, service contracts through the Bobcat dealer can be quoted and ordered in conjunction with contract items.

**Pricing, Delivery, Audits, and Administrative Fee**

**7) Provide a general narrative description of the equipment/products and related services you are offering in your proposal.**

- **Bobcat Company's** product lines fit within the scope of this Sourcewell RFP. Our breadth of products include the following for Sales, Lease and Rental; Skid Steer Loaders, Compact Track Loaders, Compact and Mini Excavators, Mini Track Loaders, Utility Work Machines (Toolcat®), Compact Tractors, Utility Vehicles, and Versa-Handlers. Our product offering will be expanded in 2020 to include Small Articulating Loaders and Compact Wheel Loaders.

**8) Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. (Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract. See the body of the RFP and the Price and Product Change Request Form for more detail.)**

- **Bobcat Company's** pricing model will be a percentage discount off manufacturers suggested list price by product category. (See Bobcat Company Price Pages attached)

**9) Please quantify the discount range presented in this response. For example, indicate that the pricing in your response represents is a 50% percent discount from the MSRP or your published list.**

- **Bobcat Company** discounts will range from 16% to 30% off the manufacturers suggested list price depending on product category. Throughout the term of the contract, Bobcat Company will offer additional discount incentives pertinent to manufacturing pressure, discount programs, and market share opportunities. (See attached Bobcat Company Price Pages)

**10) The pricing offered in this proposal is**

- \_\_\_\_\_ a. the same as the Proposer typically offers to an individual municipality, university, or school district.
- \_\_\_\_\_ b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.
- \_\_\_\_\_ **X** d. other than what the Proposer typically offers (please describe).

- Pricing offered in response to this Sourcewell RFP is similar or is better than some pricing offered to other GPOs, Cooperative procurement organizations, or state purchasing departments. Because of the ceiling based pricing, our discount structure offered will allow for best value, better flexibility, better volume discount considerations, hot list pricing, market conditions, manufacturing pressures, and positioned to provide more competitive discounts as needed to accommodate budgets or customer situations.

**11) Describe any quantity or volume discounts or rebate programs that you offer.**

**Bobcat Company**

- Quantity or volume discounts are available upon request. Like models, factory installed options and attachments with quantities of 3 or more receive favorable discount considerations beginning with 1% additional discount and/or freight cost reductions.

**12) 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.**

**Bobcat Company**

- Bobcat Company will allow for “sourced” goods/products or related services or “open market” item or “nonstandard options” to be itemized and offered on Sourcewell member quotes and orders. For example, items such as aftermarket attachments not offered by Bobcat Company will be offered at the dealer price plus 10% and the dealer invoice will be collected for record retention.

**13) Identify any total cost of acquisition costs that are NOT included in the pricing submitted with your response. This cost includes all additional charges that are not directly identified as freight or shipping charges. For example, list costs for items like installation, set up, mandatory training, or initial/pre-delivery inspection. Identify any parties that impose such costs and their relationship to the Proposer.**

**Bobcat Company**

- Additional total cost of acquisition may include items such as dealer installation of parts and accessories, set up and pre-delivery inspections. Costs are associated with the local dealers shop and labor rates.

**14) If travel expense, delivery or shipping is an additional cost to the Sourcewell Member, describe in detail the complete travel expense, shipping and delivery program.**

**Bobcat Company**

- Freight costs (varies by product type) from the factory to customer delivery address will be itemized on the quote and paid by the customer, unless otherwise agreed. Units will be shipped from the factory to the nearest assigned dealer for pre-delivery inspection and parts/accessory installation unless unforeseen circumstances warrant a change to this procedure. The dealer will be responsible for making contact with the customer to arrange final delivery within the appropriate delivery times determined by the customer.

**15) Specifically describe those travel expense, shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.**

**Bobcat Company**

- In situations where delivery is to be made to Alaska, Hawaii, remote parts of Canada, or any offshore delivery the customer will be responsible for the additional freight, air freight, sling load, barge, ferry, and freight forwarding charges to include cargo containers. Additional charges will be reviewed by the customer prior to order and it is customary for Bobcat Company to work with the customer if there is a desired delivery method specified by the customer.

**16) Describe any unique distribution and/or delivery methods or options offered in your proposal.**

**Bobcat Company**

- Other than the aforementioned methods of delivery, if a unique delivery situation were to arise Bobcat Company will work closely with the customer to provide the most efficient and cost effective methods.

17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell 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 Sourcewell.

Bobcat Company

- From inception of the contract, Sourcewell Contract specific price pages, dealer memorandum of instruction, and ordering instructions will be handled and distributed to the Bobcat Dealers by the Bobcat Company Government Sales Office. Pricing and discounts will be input into the Bobquote System in order to comply with contract discounts and pricing for quoting consistency in accordance to the awarded contract. All orders will be verified and processed by the Bobcat Government Sales Operations staff in order to maintain consistency and audit compliance. Sourcewell Contract quotes and sales orders will be documented on an internal retail report for easy access and filtering to efficiently provide sales data for quarterly reporting to Sourcewell and administrative fee remittance.

18) Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell 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 RFP Section 6.29 and following for details.)

Bobcat Company

Bobcat Company proposes an administrative fee structure of no more than 1%. This proposed discount will allow Bobcat Company to offer additional incentives to Sourcewell members to better meet the customers constrained budgets and better meet the competitive situations in markets of opportunity.

Industry-Specific Questions

19) Describe any industry-specific quality management system certifications obtained by your organization.

Bobcat Company

Bobcat Company hold certificates in accordance ISO 9001-2015 (see attached certificates)

20) Describe any environmental management system certifications obtained by your organization.

Bobcat Company

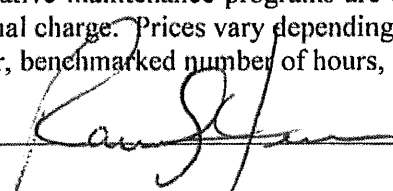
Bobcat Company holds certificates in accordance with ISO 14001 Environmental Management Systems certification (see attached certificate)

21) Describe any preventive maintenance programs that your organization offers for the solutions you are proposing in your response.

Bobcat Company

Preventative maintenance programs are available and may be purchased through the local dealer for an additional charge. Prices vary depending on model, level of service program desired (i.e. number of times per year, benchmarked number of hours,

Signature: \_\_\_\_\_



Date: 3-29-2019



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

1. References. All references to “National Joint Powers Alliance (NJPA)” or “Sourcewell” in the Agency Agreement shall mean and be understood to be “City of San Diego”. All references to “Proposer,” “respondent,” “proposed Vendor,” “Vendor,” “Authorized Dealer,” “Bobcat Dealer(s),” “Bobcat Company,” and “independently owned and authorized dealers” in the following: Agency Agreement; Contractor’s Response to Solicitation, including Contractor’s Proposer Questionnaire, and Contractor’s Exceptions to Proposal, Terms, Conditions; and Agency’s RFP and any addenda shall mean and be understood to be “CLARK EQUIPMENT COMPANY DBA BOBCAT COMPANY.”

2. Vehicle Equipment Requirements

2.1 Keys. All locks on a delivered vehicle shall be operable with one (1) key. Four (4) sets of keys for each lock shall be provided upon delivery. Key codes shall be furnished for all equipment delivered.

2.2 Manuals. One (1) set each of the following manual(s) shall be provided for each type of equipment upon delivery:

- a. Operation Manual
- b. Parts Manual
- c. Maintenance Manual

2.3 Equipment Line Sheet. Contractor shall provide, upon delivery of each unit, a copy of the factory/OEM line sheet indicating parts identification particular to the delivered unit.

2.3.1 Detail for Diesel Engines Only. The following additional information shall appear on either the line sheets or invoices for equipment delivered under this contract that are powered by diesel engines:

- a. Engine Manufacturer
- b. Engine Serial Number
- c. Engine Family Number or CPL Number
- d. Engine Model Number
- e. Year engine was manufactured

2.4 Labels. All signs and labels required by U.S. Department of Transportation (DOT) and California Occupational Safety and Health Administration (Cal-OSHA) and the American National Standards Institute (ANSI) shall be affixed.

2.5 Code Compliance. All equipment delivered under these specifications shall comply with all applicable provisions of the most recent California Vehicle Code, DOT regulations, and Cal-OSHA regulations.

3. Delivery and Inspection

3.1 Right to Pre-Inspection. City reserves the right to pre-inspect any equipment at Contractor's authorized dealership before delivery. Pre-inspection terms should be arranged at the time of Contractor's advance notice of delivery.

3.2 All equipment deliveries shall be FOB destination, freight added, to:

City of San Diego  
Fleet Operations Department  
2740 Caminito Chollas,  
San Diego, CA 92105

3.3 To optimize the City's labor requirements, all new equipment deliveries shall be scheduled in advance. Contractor, upon receipt of City Purchase Order and prior to submittal of factory order, shall contact the Fleet Manager at (619) 527-7577 to establish delivery intervals. Delivery time is Monday through Friday, 10:00 a.m. to 3:00 p.m.

3.4 The City will not pay for any equipment that is not delivered as specified in the proposal. Conformity to equipment specification and the subsequent equipment acceptance date will be determined by the Fleet Manager at (619) 527-7577. Payment terms will be based on date of acceptance by the City.

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

Email: IOB-Fleet [AcctsPayable@sandiego.gov](mailto:AcctsPayable@sandiego.gov)

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



**EXHIBIT 3: MEDIUM DUTY AND COMPACT CONSTRUCTION  
EQUIPMENT WITH RELATED ATTACHMENTS, ACCESSORIES, AND  
SUPPLIES, PRICING**

Bobcat/Doosan 040319-CEC

**BOBCAT COMPANY SUGGESTED PRICE LIST - 12-16-2019**



# Bobcat Company

**ORDER ADDRESS:**

CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY  
250 EAST BEATON DRIVE  
PO BOX 6000  
WEST FARGO, ND 58078-6000

**Government Sales Points of Contact:**

**Phone:**

Heather Messmer - Government Accounts Sales Support Mgr.  
[heather.messmer@doosan.com](mailto:heather.messmer@doosan.com)

(701) 241-8719

Jesse Rheault - Government Account Manager  
[jesse.rheault@doosan.com](mailto:jesse.rheault@doosan.com)

(701) 241-8759

Barry Hanson - Government Account Manager  
[barry.hanson@doosan.com](mailto:barry.hanson@doosan.com)

(701) 241-8793

Randy Fuss - Director, Government Accounts  
[randy.fuss@doosan.com](mailto:randy.fuss@doosan.com)

(701) 241-8746


TOLL FREE #: 800-965-4232, Opt#2  
FAX#: 701-280-7860

PROMPT PAYMENT TERMS: Net 30

**TIME OF DELIVERY: 60 to 90 Days ARO**  
**COMMERCIAL CREDIT CARD: Accepted (Visa/Mastercard/American Express)**

**TID#: 38-0425350**

**REMIT TO ADDRESS:**  
**CLARK EQUIPMENT COMPANY dba BOBCAT COMPANY**  
**PO BOX 74007382**  
**CHICAGO, IL 60674**

<b>Product</b>		<b>Discount Percent</b>
<b>Skid Steer Loaders</b>		<b>28.0%</b>
<b>Compact Track Loaders</b>		<b>28.0%</b>
<b>All Wheel Steer Loaders</b>		<b>28.0%</b>
<b>Small Articulating Wheel Loaders</b>		<b>24.0%</b>
<b>Loader Attachments</b>		<b>24.0%</b>
<b>Excavators</b>		<b>30.0%</b>
<b>Excavator Attachments</b>		<b>24.0%</b>
<b>Mini Track Loaders (MTL)</b>		<b>18.0%</b>
<b>MTL Attachments</b>		<b>24.0%</b>
<b>Toolcat</b>		<b>16.0%</b>
<b>Toolcat Attachments</b>		<b>24.0%</b>
<b>Compact Tractors</b>		<b>20.0%</b>
<b>Compact Tractor Implements and Attachments</b>		<b>24.0%</b>
<b>Utility Vehicles</b>		<b>18.0%</b>
<b>UV Attachments</b>		<b>24.0%</b>
<b>Versahandler</b>		<b>24.0%</b>
<b>VH Attachments</b>		<b>24.0%</b>

**DOOSAN**

**2020 Product Price Pages**

Contact: David Dixon

Phone: 470-865-1585

Fax 866.210.4402

Email: david.dixon@doosan.com

Web: www.doosanequipment.com

**Price pages as of Jan. 1, 2020**

***Sourcewell 2020 Pricing***

Description	Package	Discount from SLP
Wheel Loader	Standard	20%
Excavators	Standard	20%
Wheeled Excavators	Standard	20%
Articulated Dump Trucks	Standard	20%



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

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

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

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

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

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

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**B. BIDDER/PROPOSER INFORMATION:**

Legal Name		DBA	
Street Address	City	State	Zip
Contact Person, Title	Phone	Fax	

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

\* The precise nature of the interest includes:

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

\*\* Directly or indirectly involved means pursuing the transaction by:

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

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

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

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

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

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

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

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

**C. OWNERSHIP AND NAME CHANGES:**

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

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

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

If **Yes**, attach proof of status to this submission.

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

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

**D. BUSINESS ORGANIZATION/STRUCTURE:**

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

**Corporation** Date incorporated: \_\_\_\_\_ State of incorporation: \_\_\_\_\_

List corporation's current officers: President: \_\_\_\_\_  
Vice Pres: \_\_\_\_\_  
Secretary: \_\_\_\_\_  
Treasurer: \_\_\_\_\_

Type of corporation:    C                      Subchapter S

Is the corporation authorized to do business in California:    **Yes**                      **No**

If **Yes**, after what date: \_\_\_\_\_

Is your firm a publicly traded corporation? **Yes** **No**

If **Yes**, how and where is the stock traded? \_\_\_\_\_

If **Yes**, list the name, title and address of those who own ten percent (10 %) or more of the corporation's stocks:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Do the President, Vice President, Secretary and/or Treasurer of your corporation have a third party interest or other financial interests in a business/enterprise that performs similar work, services or provides similar goods? **Yes** **No**

If **Yes**, please use Attachment A to disclose.

Please list the following:	Authorized	Issued	Outstanding
a. Number of voting shares:	_____	_____	_____
b. Number of nonvoting shares:	_____	_____	_____
c. Number of shareholders:			_____
d. Value per share of common stock:		Par	\$ _____
		Book	\$ _____
		Market	\$ _____

**Limited Liability Company** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List the name, title and address of members who own ten percent (10%) or more of the company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Partnership** Date formed: \_\_\_\_\_ State of formation: \_\_\_\_\_

List names of all firm partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Sole Proprietorship** Date started: \_\_\_\_\_

List all firms you have been an owner, partner or officer with during the past five (5) years. Do not include ownership of stock in a publicly traded company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Joint Venture** Date formed: \_\_\_\_\_

List each firm in the joint venture and its percentage of ownership:

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

**E. FINANCIAL RESOURCES AND RESPONSIBILITY:**

- 1. Is your firm preparing to be sold, in the process of being sold, or in negotiations to be sold?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain the circumstances, including the buyer's name and principal contact information.
  
- 2. In the past five (5) years, has your firm been denied bonding?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances; include bonding company name.
  
- 3. In the past five (5) years, has a bonding company made any payments to satisfy claims made against a bond issued on your firm's behalf or a firm where you were the principal?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 4. In the past five (5) years, has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 5. Within the last five years, has your firm filed a voluntary petition in bankruptcy, been adjudicated bankrupt, or made a general assignment for the benefit of creditors?  
**Yes                  No**  
  
If **Yes**, use Attachment A to explain specific circumstances.
  
- 6. Are there any claims, liens or judgements that are outstanding against your firm?  
**Yes                  No**  
  
If **Yes**, please use Attachment A to provide detailed information on the action.
  
- 7. Please provide the name of your principal financial institution for financial reference. By submitting a response to this Solicitation Contractor authorizes a release of credit information for verification of financial responsibility.  
  
Name of Bank: \_\_\_\_\_  
  
Point of Contact: \_\_\_\_\_  
  
Address: \_\_\_\_\_  
  
Phone Number: \_\_\_\_\_
  
- 8. By submitting a response to a City solicitation, Contractor certifies that he or she has sufficient operating capital and/or financial reserves to properly fund the requirements identified in the solicitation. At City's request, Contractor will promptly provide to City

a copy of Contractor's most recent balance sheet and/or other necessary financial statements to substantiate financial ability to perform.

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

Business Tax Certificate No.: \_\_\_\_\_ Year Issued: \_\_\_\_\_

**F. PERFORMANCE HISTORY:**

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

**Yes                  No**

If **Yes**, use Attachment A to explain specific circumstances.

2. In the past five (5) years, has a public entity terminated your firm's contract for cause prior to contract completion?

**Yes                  No**

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

3. In the past five (5) years, has your firm entered into any settlement agreement for any lawsuit that alleged contract default, breach of contract, or fraud with or against a public entity?

**Yes                  No**

If **Yes**, use Attachment A to explain specific circumstances.

4. Is your firm currently involved in any lawsuit with a government agency in which it is alleged that your firm has defaulted on a contract, breached a contract, or committed fraud?

**Yes                  No**

If **Yes**, use Attachment A to explain specific circumstances.

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

**Yes                  No**

If **Yes**, use *Attachment A* to explain specific circumstances.

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

**Yes                  No**

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

7. Performance References:

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

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

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

Company Name: \_\_\_\_\_

Contact Name and Phone Number: \_\_\_\_\_

Contact Email: \_\_\_\_\_

Address: \_\_\_\_\_

Contract Date: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

Requirements of Contract: \_\_\_\_\_

**G. COMPLIANCE:**

1. In the past five (5) years, has your firm or any firm owner, partner, officer, executive, or manager been criminally penalized or found civilly liable, either in a court of law or pursuant to the terms of a settlement agreement, for violating any federal, state, or local law in performance of a contract, including but not limited to, laws regarding health and safety, labor and employment, permitting, and licensing laws?  
**Yes                      No**

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

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

If **Yes**, use Attachment A to explain specific circumstances of each instance. Include the name of the entity involved, the specific infraction, dates, and outcome.

**H. BUSINESS INTEGRITY:**

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

**Yes**                      **No**

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

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

**Yes**                      **No**

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

3. In the past five (5) years, has your firm or any of its executives, management personnel, or owners been convicted of a federal, state, or local crime of fraud, theft, or any other act of dishonesty?

**Yes**                      **No**

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

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

**Yes**                      **No**

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

**I. BUSINESS REPRESENTATION:**

1. Are you a local business with a physical address within the County of San Diego?

**Yes**                      **No**

2. Are you a certified Small and Local Business Enterprise certified by the City of San Diego?

**Yes**                      **No**

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

3. Are you certified as any of the following:

- a. Disabled Veteran Business Enterprise Certification # \_\_\_\_\_
- b. Woman or Minority Owned Business Enterprise Certification # \_\_\_\_\_
- c. Disadvantaged Business Enterprise Certification # \_\_\_\_\_

**J. WAGE COMPLIANCE:**

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

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



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

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

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor License No.: \_\_\_\_\_ DIR Registration No.: \_\_\_\_\_

Sub-Contract Dollar Amount: \$\_\_\_\_\_ (per year) \$\_\_\_\_\_ (total contract term)

Scope of work subcontractor will perform: \_\_\_\_\_

Identify whether company is a subcontractor or supplier: \_\_\_\_\_

Certification type (check all that apply): DBE DVBE ELBE MBE SLBE WBE Not Certified

Contractor must provide valid proof of certification with the response to the bid or proposal to receive participation credit.

**L. STATEMENT OF AVAILABLE EQUIPMENT:**

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

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

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

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

Initial submission of *Contractor Standards Pledge of Compliance*

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

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

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

**Complete all questions and sign below.**

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Name and Title

*Randy L. Fuss*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

City of San Diego  
CONTRACTOR STANDARDS  
Attachment "A"

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

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

Randy L. Fuss Director, Government Accounts

Print Name, Title

*Randy L. Fuss*

Signature

12/07/2020

Date

**AA. CONTRACTORS CERTIFICATION OF PENDING ACTIONS**

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

CHECK ONE BOX ONLY.

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

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

Contractor Name: \_\_\_\_\_

Certified By \_\_\_\_\_ Title \_\_\_\_\_  
Name

*Randy L. Fusa* \_\_\_\_\_ Date \_\_\_\_\_  
Signature



# BB. WORK FORCE REPORT

City of San Diego

## EQUAL OPPORTUNITY CONTRACTING (EOC)

1200 Third Avenue • Suite 200 • San Diego, CA 92101

Phone: (619) 236-6000 • Fax: (619) 236-5904

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

NO OTHER FORMS WILL BE ACCEPTED

### CONTRACTOR IDENTIFICATION

Type of Contractor:  Construction  Vendor/Supplier  Financial Institution  Lessee/Lessor  
 Consultant  Grant Recipient  Insurance Company  Other

Name of Company: \_\_\_\_\_

ADA/DBA: \_\_\_\_\_

Address (Corporate Headquarters, where applicable): \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_

Name of Company CEO: \_\_\_\_\_

Address(es), phone and fax number(s) of company facilities located in San Diego County (if different from above):

Address: \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

Type of Business: \_\_\_\_\_ Type of License: \_\_\_\_\_

The Company has appointed: \_\_\_\_\_

As its Equal Employment Opportunity Officer (EEOO). The EEOO has been given authority to establish, disseminate and enforce equal employment and affirmative action policies of this company. The EEOO may be contacted at:

Address: \_\_\_\_\_

Telephone Number: ( ) \_\_\_\_\_ Fax Number: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

One San Diego County (or Most Local County) Work Force - Mandatory

Branch Work Force \*  Managing Office Work Force

*Check the box above that applies to this WFR.*

*\*Submit a separate Work Force Report for all participating branches. Combine WFRs if more than one branch per county.*

I, the undersigned representative of \_\_\_\_\_

(Firm Name)

\_\_\_\_\_ hereby certify that information provided

(County)

(State)

herein is true and correct. This document was executed on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Randy L. Fuss  
(Authorized Signature)

Randy L. Fuss  
(Print Authorized Signature Name)

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

ADMINISTRATION OCCUPATIONAL CATEGORY	(1) African-American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Management & Financial	3	3	4	0	18	1	1	1	0	0	317	88	0	1
Professional	5	4	8	6	11	6	1	0	0	0	494	138	4	3
A&E, Science, Computer	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technical	2	0	3	0	2	0	0	0	1	0	117	1	3	2
Sales	0	0	1	0	0	0	0	0	0	0	9	1	0	0
Administrative Support	6	7	3	4	0	2	1	0	0	1	80	102	1	1
Services	1	0	0	0	1	0	1	0	0	0	2	4	0	0
Crafts	3	2	3	0	3	0	0	0	0	0	208	14	4	1
Operative Workers	227	27	79	28	23	6	30	8	11	1	1275	398	31	9
Transportation	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laborers*	0	0	0	0	0	0	0	0	0	0	0	0	0	0

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

Totals Each Column	247	43	101	38	58	15	34	9	12	2	2502	746	43	17
--------------------	-----	----	-----	----	----	----	----	---	----	---	------	-----	----	----

Grand Total All Employees

3867

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

Disabled														
----------	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Non-Profit Organizations Only:

Board of Directors														
Volunteers														
Artists														

NAME OF FIRM: \_\_\_\_\_ DATE: \_\_\_\_\_

OFFICE(S) or BRANCH(ES): \_\_\_\_\_ COUNTY: \_\_\_\_\_

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

- (1) Black, African-American
- (2) Hispanic, Latino, Mexican-American, Puerto Rican
- (3) Asian
- (4) American Indian, Eskimo
- (5) Filipino, Asian Pacific Islander
- (6) White, Caucasian
- (7) Other ethnicity; not falling into other groups

TRADE OCCUPATIONAL CATEGORY	(1) African- American		(2) Hispanic or Latino		(3) Asian		(4) American Indian		(5) Asian Pacific Islander		(6) Caucasian		(7) Other Ethnicity	
	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
	Brick, Block or Stone Masons													
Carpenters														
Carpet, Floor & Tile Installers Finishers														
Cement Masons, Concrete Finishers														
Construction Laborers														
Drywall Installers, Ceiling Tile Inst														
Electricians														
Elevator Installers														
First-Line Supervisors/Managers														
Glaziers														
Helpers; Construction Trade														
Millwrights														
Misc. Const. Equipment Operators														
Painters, Const. & Maintenance														
Pipelayers, Plumbers, Pipe & Steam Fitters														
Plasterers & Stucco Masons														
Roofers														
Security Guards & Surveillance Officers														
Sheet Metal Workers														
Structural Metal Fabricators & Fitters														
Welding, Soldering & Brazing Workers														
Workers, Extractive Crafts, Miners														
Totals Each Column														
Grand Total All Employees														
Indicate By Gender and Ethnicity the Number of Above Employees Who Are Disabled:														





# CITY OF SAN DIEGO WORK FORCE REPORT

## HISTORY

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

## WORK FORCE & BRANCH WORK FORCE REPORTS

When submitting a WFR, especially if the WFR is for a specific project or activity, we would like to have information about the firm’s work force that is actually participating in the project or activity. That is, if the project is in San Diego and the work force is from San Diego, we want a San Diego County WFR.<sup>1</sup> By the same token, if the project is in San Diego, but the work force is from another county, such as Orange or Riverside County, we want a WFR from that county.<sup>2</sup> If participation in a San Diego project is by work forces from San Diego County and, for example, from Los Angeles County

and from Sacramento County, we ask for separate WFRs representing your firm from each of the three counties.

## MANAGING OFFICE WORK FORCE

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

## TYPES OF WORK FORCE REPORTS:

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

- <sup>1</sup> One San Diego County (or Most Local County) Work Force – Mandatory in most cases
- <sup>2</sup> Branch Work Force \*
- <sup>3</sup> Managing Office Work Force

*\*Submit a separate WFR for all participating branches. Combine WFRs if more than one branch per county.*

## **Exhibit A: Work Force Report Job categories-Administration**

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

### **Management & Financial**

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

### **Professional**

Art and Design Workers
Counselors, Social Workers, and Other Community and Social Service Specialists
Entertainers and Performers, Sports and Related Workers
Health Diagnosing and Treating Practitioners
Lawyers, Judges, and Related Workers
Librarians, Curators, and Archivists

Life Scientists
Media and Communication Workers
Other Teachers and Instructors
Postsecondary Teachers
Primary, Secondary, and Special Education School Teachers
Religious Workers
Social Scientists and Related Workers

Nursing, Psychiatric, and Home Health Aides
Occupational and Physical Therapist Assistants and Aides
Other Food Preparation and Serving Related Workers
Other Healthcare Support Occupations
Other Personal Care and Service Workers
Other Protective Service Workers
Personal Appearance Workers
Supervisors, Food Preparation and Serving Workers
Supervisors, Personal Care and Service Workers
Transportation, Tourism, and Lodging Attendants

**Architecture & Engineering, Science, Computer**

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

**Crafts**

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

**Technical**

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

**Sales**

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

**Administrative Support**

Financial Clerks
Information and Record Clerks
Legal Support Workers
Material Recording, Scheduling, Dispatching, and Distributing Workers
Other Education, Training, and Library Occupations
Other Office and Administrative Support Workers
Secretaries and Administrative Assistants
Supervisors, Office and Administrative Support Workers

**Operative Workers**

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

**Services**

Building Cleaning and Pest Control Workers
Cooks and Food Preparation Workers
Entertainment Attendants and Related Workers
Fire Fighting and Prevention Workers
First-Line Supervisors/Managers, Protective Service Workers
Food and Beverage Serving Workers
Funeral Service Workers
Law Enforcement Workers

**Transportation**

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

**Laborers**

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

**Exhibit B: Work Force Report Job categories-Trade****Brick, Block or Stone Masons**

Brickmasons and Blockmasons
Stonemasons

**Carpenters****Carpet, floor and Tile Installers and Finishers**

Carpet Installers
Floor Layers, except Carpet, Wood and Hard Tiles
Floor Sanders and Finishers
Tile and Marble Setters

**Cement Masons, Concrete Finishers**

Cement Masons and Concrete Finishers
Terrazzo Workers and Finishers

**Construction Laborers****Drywall Installers, Ceiling Tile Inst**

Drywall and Ceiling Tile Installers
Tapers

**Electricians****Elevator Installers and Repairers****First-Line Supervisors/Managers**

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

**Glaziers****Helpers, Construction Trade**

Brickmasons, Blockmasons, and Tile and Marble Setters
Carpenters

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

Electricians
Painters, Paperhangers, Plasterers and Stucco
Pipelayers, Plumbers, Pipefitters and Steamfitters
Roofers
All other Construction Trades

**Millwrights**

Heating, Air Conditioning and Refrigeration Mechanics and Installers
Mechanical Door Repairers
Control and Valve Installers and Repairers
Other Installation, Maintenance and Repair Occupations

**Misc. Const. Equipment Operators**

Paving, Surfacing and Tamping Equipment Operators
Pile-Driver Operators
Operating Engineers and Other Construction Equipment Operators

**Painters, Const. Maintenance**

Painters, Construction and Maintenance
Paperhangers

**Pipelayers and Plumbers**

Pipelayers
Plumbers, Pipefitters and Steamfitters

**Plasterers and Stucco Masons****Roofers****Security Guards & Surveillance Officers****Sheet Metal Workers****Structural Iron and Steel Workers****Welding, Soldering and Brazing Workers**

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

**Workers, Extractive Crafts, Miners**