



AGENDA

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS 6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634

**TUESDAY, APRIL 13, 2021
2:00 P.M.**

Michael Saunders, President
Mike Thornbrough, Treasurer
Mitch MacDonald, Director
Donna Seaman, Director
Gerry Stewart, Director

NOTICE: THIS MEETING WILL BE HELD IN ACCORDANCE WITH EXECUTIVE ORDER N-29-20, ISSUED BY CALIFORNIA GOVERNOR GAVIN NEWSOM ON MARCH 17, 2020, THE RALPH M. BROWN ACT (CALIFORNIA GOVERNMENT CODE SECTION 54950, ET SEQ.), AND THE FEDERAL AMERICANS WITH DISABILITIES ACT.

THIS MEETING WILL NOT BE PHYSICALLY OPEN TO THE PUBLIC. ALL MEMBERS OF THE PUBLIC MAY PARTICIPATE IN THE MEETING VIA VIDEO CONFERENCE AT <https://us02web.zoom.us/j/83144681662?pwd=RnZMMmdRaWlkRVowUXZ6bERiMDRNUT09>

MEETING ID: **831 4468 1662** AND PASSWORD: **627046** OR VIA TELECONFERENCE BY CALLING 1-669-900-6833, MEETING ID: **831 4468 1662** AND PASSWORD: **627046** AND WILL BE GIVEN THE OPPORTUNITY TO PROVIDE PUBLIC COMMENT. PLEASE NOTE THAT ANY PERSON ATTENDING VIA TELECONFERENCE WILL BE SHARING THE PHONE NUMBER FROM WHICH THEY CALL IN WITH THE BOARD AND THE PUBLIC.

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MISSION STATEMENT

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- Provide reliable water supplies.
 - Ensure high quality drinking water.
 - Promote stewardship to protect community resources, public health, and quality of life.
 - Provide excellent and responsive customer services through dedicated and valued staff.
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
-

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5. The Board is not permitted to take action on items addressed under Public Forum.
6. Disruptive conduct shall not be permitted.
7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

2. ADOPTION OF AGENDA

3. OATH OF OFFICE AND REORGANIZATION OF BOARD OFFICERS

- A. Oath of Office for Director-Appointee Gerry Stewart, Administered by Legal Counsel
- B. Reorganization of Board Officers

4. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

5. PROCLAMATIONS AND PRESENTATIONS

6. **CONSENT CALENDAR** – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

1. Regular Meeting November 10, 2020 (with corrections from March regular meeting)
2. Regular Meeting March 9, 2021
3. Special Meeting March 22, 2021

B. Financial Reports

1. Month-End Check Report

C. Authorizing Change of Bank Signatory Authority

Possible Board Action: Adopt Resolution

D. Update on 2021 Georgetown Kids Fishing Derby

Possible Board Action: Adopt Resolution

7. INFORMATIONAL ITEMS

A. Board Reports

B. General Manager's Report

C. Operation Manager's Report (send to GM)

D. Water Resources Report

8. COMMITTEES

A. Ad Hoc Grant Writing Committee - President Saunders

B. Ad Hoc Committee for the Finance Committee Policy - Director MacDonald and Director Thornbrough

C. Ad Hoc Committee for Policy Manual – To be appointed.

D. Ad Hoc Committee for the Special Audit – Director Saunders

9. NEW BUSINESS

A. Declaration of Projected Water Year

Possible Action: Adopt Resolution

B. Consideration of 2021 Irrigation Applications

Possible Action: Adopt Resolution

C. Review of Finance Committee Policy

Possible Action: Adopt Resolution

D. Purchase of New Generator

Possible Action: Adopt Resolution

E. Customer Request

Possible Action: Consider staff recommendation.

A. PUBLIC HEARING

None.

B. BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

C. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on May 11, 2021 at 2:00 P.M. via teleconference. Details to follow.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on February 5, 2021.

Jeff Nelson, Interim General Manager

Date

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 3A

Oath of Office

OATH OF OFFICE
FOR PUBLIC OFFICERS AND EMPLOYEES
(State Constitution, Art. XX, Sec. 3 as amended)

I, _____, do solemnly swear (or affirm) that I will support and defend the Constitution of the United States and the Constitution of the State of California against all enemies, foreign and domestic; that I will bear true faith and allegiance to the Constitution of the United States and the Constitution of the State of California; that I take this obligation freely, without any mental reservation or purpose of evasion; and that I will well and faithfully discharge the duties upon which I am about to enter and during such time as I hold the office of Georgetown Divide Public Utility District Director.

And I do further swear (or affirm) that I do not advocate, nor am I a member of any party or organization, political or otherwise, that now advocates the overthrow of the Government of the United States or the State of California by force or violence or other unlawful means; that within the five years immediately preceding the taking of this oath (or affirmation) I have not been a member of any party or organization, political or otherwise, that advocated the overthrow of the Government of the United States or the State of California by force or violence or other unlawful means and that during such time as I hold the office of Director of the Georgetown Divide Public Utility District I will not advocate nor become a member of any party or organization, political or otherwise, that advocates the overthrow of the Government of the United States or of the State of California by force or violence or other unlawful means.

Signature: _____

Printed Name: _____

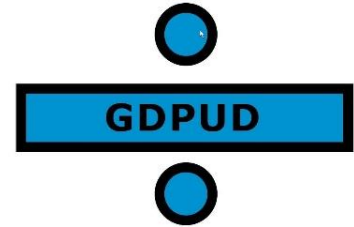
Date: _____

Attest:

(Signature)
Barbara Brenner,
Legal Counsel to the Georgetown Divide Public Utility District

Date: _____

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM NO. 3.B.**



AGENDA SECTION: BOARD REORGANIZATION

**SUBJECT: SELECTION OF DIRECTOR TO SERVE AS VICE PRESIDENT
FOR THE REMAINDER OF CALENDAR YEAR 2021**

PREPARED BY: Gloria Omania, Board Assistant

APPROVED BY: Jeff Nelson, Interim General Manager

BACKGROUND

The Board of Directors adopted Resolution 2020-44 during the December 2020 Regular meeting to establish the election of officers for Calendar Year 2021, which included the selection of Cindy Garcia as Vice President.

DISCUSSION

With the resignation of Ms. Garcia, the position of Vice-President is currently vacant. The Board will entertain nominations to fill this position.

FISCAL IMPACT

None.

CEQA ASSESSMENT

Not a CEQA Project

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District adopt a resolution confirming the election of a Board Vice President for the remainder of the 2021 calendar year.

ALTERNATIVES

(a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Resolution 2020-44
2. Resolution 2021-XX

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 3B

Attachment 1 - Resolution 2021-XX

Election of Vice President

RESOLUTION 2021-xx

**A RESOLUTION OF THE BOARD OF DIRECTORS OF
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
ELECTING A VICE PRESIDENT FOR REMAINDER OF 2021 CALENDAR YEAR**

WHEREAS, the Georgetown Divide Public Utility District adopted Resolution 2020-44 establishing the Board Officers for the 2021 Calendar Year;

WHEREAS, Director Cindy Garcia, who was elected as Vice President for the 2021 Calendar Year, resigned on February 9, 2021, creating an open Vice President position; and

WHEREAS, (insert Director's name) was nominated from the floor during the Board's regular Board meeting of March 9, 2021:

NOW THEREFORE, BE IT RESOLVED AND ORDERED by the Board of Directors of GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, El Dorado County, California, that (insert Director's name) is confirmed to serve as Vice President for the remainder of the 2021 Calendar Year.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT on the 13th day of April 2021, by the following vote:

AYES:

NAYS:

ABSENT:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

Jeff Nelson, Clerk and Ex Officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-xx duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of April 2021.

Jeff Nelson, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.A.1

Corrected Minutes of

November 10, 2020



MINUTES

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS 6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634

**TUESDAY, NOVEMBER 10, 2020
2:00 P.M.**

David Souza, President
Michael Saunders, Vice President
Cynthia Garcia, Treasurer
Dave Halpin, Director
Dane Wadle, Director

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The Board President is responsible for maintaining an orderly meeting.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

President Souza called the meeting to order at 2:00 PM.

Present: SAUNDERS, GARCIA, HALPIN, WADLE, SOUZA

Director Garcia led in the Pledge of Allegiance.

2. ADOPTION OF AGENDA

Director Saunders motioned to adopt the agenda. Second by Director Halpin.

The motion passed.

3. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

Tony Franco asked for an update on the formation of a panel to look why the District got an EIR exemption when the CEQA review was done incorrectly given there was an environmental impact. He stated the creek was flowing for a week because a fallen tree blocked the ditch and asked if the District knew where the tree had fallen.

General Manager Jeff Nelson confirmed the District knew the location of the fallen tree since they removed the tree. Mr. Nelson stated that it is Staff's position that the environmental document was done properly.

Mr. Franco stated there are two agencies whose reports indicate the ditch feeds the creek. He said he provided the District with copies of those reports.

Legal Counsel Barbara Brenner stated she went through all the materials that Franco provided to the District and the two agency reports being referenced do not conclude there is a connection between the ditch and the creek, only that there is a close proximity.

Mr. Franco said will resend and highlight the documentation.

4. PROCLAMATIONS AND PRESENTATIONS

None

5. CONSENT CALENDAR – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar

A. Approval of Minutes

1. Closed and Regular Session Meeting of October 13, 2020

Director Saunders motioned to approve minutes and Director Garcia seconded the motion.

ROLL CALL VOTE:

AYES: SAUNDERS, GARCIA, HALPIN, WADLE, SOUZA

The motion passed.

B. Financial Reports

1. Statement of Cash Balances – September 2020

2. Month-End Cash Disbursements Report

Director Garcia pulled B.2. from the Agenda to ask why information was blocked out on some of the checks. Management Analyst Christina Cross explained these are customer refunds that contained personal customer information that had to be redacted.

Director Saunders to approve 5.B.2 seconded by Director Halpin.

The Board Clerk stated that the entire Consent Calendar should be approved except when items are pulled, and not approved item by item. Since Item A of the Consent calendar was already approved, Director Saunders reworded his motion.

Motioned by Director Saunders to approve Items B.1 and B.2 of the Consent Calendar. Director Halpin seconded the motion.

The motion passed by acclamation.

6. INFORMATIONAL ITEMS

A. Board Reports

Director Saunders reported that the District should receive preliminary measurements from the State Water Measurement Study based on the Model Water Landscape Ordinance. Upcoming legislation will provide the District with a budget for our overall indoor and outdoor water use that includes ag, residential, and commercial use.

Director Saunders reported that he continues to represent Special Districts as LAFCO commissioner where he brought up the issue of using municipality service reviews to ascertain what services are being provided when the Board of Supervisors is looking at the property taxes from districts, especially water districts.

Director Garcia provided details on the many classes she is currently taking relevant to the work of the District.

Director Wadle reported that he sent a Year-end Legislative Report to Staff for distribution. Additionally, the District needs to appoint a representative to the El Dorado County Water Agency. They meet the second Wednesday of each month.

There were no other Board reports.

B. General Manager's Report

Mr. Nelson highlighted his written report with the following:

- The Board will need to approve the new MOU with Local 39 before the end of the month or wait for the new Board.*
- The roof was replaced at both the District Administrative Building and the Shop.*
- Finally closed out the contract with Myers & Sons for the ALT Water Treatment Plant. Withheld approximately \$5,000 from the final payment request of \$100,000.*
- The conversion to the Tyler system is moving along.*
- Have received a few notes of appreciation from some customers.*

Director Wadle asked for an update on the loan for the water meter project and Adam Brown stated he is working with Legal Counsel regarding the Water Board inquiries on disclosures and everything was still on track to obtain the funding sometime in the Spring.

Director Saunders asked if there would be an ability to email customers through Tyler. Ms. Cross indicated we will be able to communicate with customers if they provide email addresses. Director Saunders stated customers should be encouraged to update their contact information by letting them know that providing an email address will allow the District to contact them in case of emergencies and to issue alerts.

C. Operation Manager's Report

Mr. Nelson then gave the Operation Manager's Report for Darrell Creeks who was out of state.

Director Garcia asked about the Stumpy level dropping down because of the water transfer stating it was her understanding that we it goes down to 12,800acre feet it triggers conservation measures.

Adam Brown stated those trigger levels are for April levels and that he expects Stumpy to start filling up with the onset of rains.

D. Water Resources Report

Adam Brown referenced a report that is being developed to give the District a snapshot of the October-September water year.

7. COMMITTEES:

A. Ad Hoc Grant Writing Committee – Verbal update by Director Saunders

Director Saunders report the committee met on October 30 which was attended by Director Garcia, Adam Brown, and volunteers from the community.

8. NEW BUSINESS

A. 2019/2020 Reserve Fund Transfer Analysis

Possible Board Action: Adopt Resolution

Mr. Nelson invited Financial Consultant, Joe Aquilar from Eide Bailly, LLP to expand on the written report. Mr. Aquilar recommended the Board increase the operating fund balance to a minimum of 180 days of operating expenses which would result in a fund transfer of \$182,956 into the reserve fund. The current board policy of maintaining a minimum of 120 days of operating expenses would result in a transfer into the reserve fund of \$1,049,913. This was followed by a lengthy discussion about the 120 day versus 180-day operating minimum fund balance.

Director Saunders asked how much would be available for transfer if the minimum operating expenses was increased to a minimum of 150 days due to the current economic situation. The consultant calculated \$616,134.

Public Comment: Mike Thornbrough and Steve Dowd commented.

It was motioned by Director Saunders to use a 150-day minimum operating expense which would result in a \$616,134 transfer into the Capital Reserve Fund. Seconded by Director Garcia.

ROLL CALL:

AYES: Wadle, Halpin, Garcia, Saunders and Souza

The motion passed.

B. Supplemental CIP Report

Possible Board Action: Adopt Resolution

The staff recommendation would increase the FY 20/21 CIP budget from \$682,000 to \$1,411,000. The proposed amount to complete the additional capital improvement projects and adjusted cost total \$729,000.

It was motioned by Director Wadle to approve Staff's recommendation and seconded by Director Halpin.

ROLL CALL:

AYES: GARCIA, SAUNDERS, WADLE, HALPIN, SOUZA

The motion passed.

9. PUBLIC HEARING

A. None.

10. BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

Director Garcia asked that the Asset Management Program be added to a future agenda.

11. NEXT MEETING DATE AND ADJOURNMENT – The next Regular Meeting will be on December 8, 2020 at 2:00 P.M. via teleconference. Details to follow.

It was motioned by Director Halpin to adjourn and seconded by Director Garcia.

The motion passed by acclamation.

12. In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on November 4, 2020.

Jeff Nelson, Interim General Manager

Date

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.B.2.

***Minutes of Regular Meeting
of March 9, 2021***



MINUTES

**GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634**

**TUESDAY, MARCH 9, 2021
2:00 P.M.**

Michael Saunders, President
Vacant, Vice President
Mike Thornbrough, Treasurer
Mitch MacDonald, Director
Donna Seaman, Director

MISSION STATEMENT

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1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Director Saunders called the meeting at 2:03 PM

PRESENT: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

Others Present: Interim General Manager Jeff Nelson, Legal Counsel Barbara Brenner

Director Seaman led in the Pledge of Allegiance.

2. ADOPTION OF AGENDA

Motioned by Director Thornbrough to adopt the agenda and seconded by Director MacDonald.

ROLL CALL VOTE:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

The motion passed.

3. PROCESS FOR FILLING BOARD VACANCY

Report from Board President on Process for Filling Board Vacancy

Possible Action: Receive and file.

Director Saunders summarized the process for filling the vacancy created by the resignation of Director Cindy Garcia at the February 9, 2021 regular Board meeting. He also described the outreach efforts.

4. PUBLIC FORUM (ONLY ITEMS THAT ARE NOT ON THE AGENDA)

No public comments.

5. PROCLAMATIONS AND PRESENTATIONS

Proclamation Recognizing Cynthia Garcia for Dedicated Service to GDPUD.

The General Manager read the proclamation.

Director MacDonald stated that Cindy Garcia is definitely someone who represented the community well, out in front in her ability to keep the community informed, and a strong advocate for the ratepayers.

Director Thornbrough added Director Garcia went above and beyond to get the word out to the community through numerous town halls and wanted to thank her for her service.

Public comments: None.

ROLL CALL VOTE:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

NAY: None.

The motion passed.

6. **CONSENT CALENDAR** – Any member of the public may contact a Board member prior to the meeting to request that an item be pulled from the Consent Calendar.

A. Approval of Minutes

1. Regular Meeting November 10, 2020
2. Regular Meeting February 9, 2021
3. Special Meeting February 26, 2021

B. Financial Reports

1. Fiscal Year 2019-2020 Fourth Quarter Budget Review
2. Month-End Cash Disbursements Report

Director Saunders pulled Item A.1. and B.2.

Motioned by Director Thornbrough to approve Consent Calendar Items A.2, A.3, and B.1. Seconded by Director MacDonald.

Roll Call Vote:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

NAYS: None.

The motion passed.

The Board then discussed the items pulled from the Consent Calendar.

Director Seaman requested copies of the two documents referred by Tony Franco during Public Forum during the November 10, 2020 meeting. Mr. Nelson offered to provide Director Seaman with the agency reports referenced by Mr. Franco. Legal Counsel Barbara Brenner stated the referenced reports had been included with minutes of prior meetings. Director Saunders stated that if these reports were distributed during Public Forum, they must be included as an attachment to the minutes. [Recorder's Note: A review of the recording of the November 10, 2020 meeting confirmed the agency reports were only referenced by Mr. Franco, and not submitted during the meeting.]

As the only Board member remaining that was present for the November 10, 2020 Board meeting, Director Saunders said he had some corrections to the minutes. He stated

minutes must be clearly written so everyone understands what the Board voted on. He clarified that the Board vote on Agenda Item 8A was to establish a 150-day minimum operating budget and the vote on Agenda Item 8.B was to increase the CIP budget by \$729,000. (**Attachment 1** is Director Saunders' written corrections).

Regarding the Monthly Cash Disbursements, Director Saunders stated there were some employee payments reported for which some personal employee information must be redacted in the Tyler reporting.

Public Comment:

Cherie Carlyon asked why there were no check descriptions. Christina Cross stated this report just provided a listing of checks and once information is verified to be correct in the General Ledger (GL) and everything matches up correctly, Staff will be able to go back to providing the monthly Accounts Payable (A/P) Report that contains check descriptions.

Ms. Carlyon then asked about Check #31916 and who Jerry Merry was. Ms. Cross stated this check was a payment to a concrete vendor. Ms. Carlyon then asked what this was for and if the District was no longer using gunite. Darrell Creeks explained gunite and concrete was almost the same. The District uses concrete to repair the ditches and Jerry Merry pumps the concrete. Ms. Carlyon asked why the District was not buying a gunite machine and wasn't this impacting the budget? Mr. Nelson stated the District did not buy the gunnite machine because Staff found it was more economical to just rent the equipment.

Additional discussion that followed related to Director Saunders' concern that the Board was not aware a gunite machine was not purchased and the funds budgeted was being used for something else, and Staff's efforts to respond and clarify the situation. The following points resulted from this discussion:

- \$100,000 was budgeted for gunnite and \$75,000 for the gunnite machine in the operational budget.
- Staff learned a gunnite machine would cost approximately \$150,000.
- The funds budgeted for the purchase of gunnite machine was not used for anything else and remains in the budget.
- The gunnite pump vendor charges approximately \$1,000/day and based on ditch maintenance needs, Operations Manager Darrell Creeks stated it would take at least ten years to come even close to the cost of buying a gunnite machine.
- 100% of the cost of the gunnite pump vendor and the related materials to maintain the ditches came from the operating budget.
- Staff used a local vendor that the District has used before.

Ms. Brenner stated the discussion was getting off agenda and pointed out the Board could get into greater detail on this topic during the Operation Manager's Report.

**Motioned by Director Thornbrough to bring back A.1, the Minutes of the November 10, 2020 Regular Board Meeting, with revisions and approve Agenda Item B2.
Seconded by Director MacDonald.**

ROLL CALL VOTE:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

NAYS: None

The motion passed.

7. INFORMATIONAL ITEMS

A. Board Reports

***Director MacDonald** reported that he attended the Ad hoc Finance Policy Committee meeting with Director Thornbrough and Steve Miller and will report on that later in the agenda. Utilized his Director's stipend to improve his participation in the zoom meetings.*

***Director Thornbrough** reported he attended his first meeting of El Dorado Water Agency Board when they dealt with housekeeping matters including the election of officers. He has another meeting tomorrow (March 10, 2021).*

***Director Seaman** had nothing to report.*

***Director Saunders** summarized his Board Report which was included in the agenda packet.*

Director Saunders stated that LAFCO's action to allow an Out of Area Service Agreement (OASA) for a customer had relevance to the District as it pertains to well failures, contamination, and drought. He indicated his related queries for staff could be handled offline, but there was some discussion about OASA for treated water and the maximum number of customers that could be added relative to the Urban Water Management Plan (UWMP). Darrell Creeks indicated the District had no OASA's for treated water. He pointed out that it was cheaper to get a tank and have treated water delivered than to get annexed.

Director Saunders urged the Board members to look at the current UWMP to understand the District's annual water requirements and restriction levels in preparation for the next UWMP update scheduled for the next few months as well as water legislation coming up.

Director Saunders also summarized his report relative to the Department of Water Resources Workgroups. He discussed the survey to show the District's significant value in order to use the variances, which are what you can add on to increase the water budget. Mr. Nelson stated that he and Adam Brown would make themselves available to discuss ideas with him. Director Saunders stated the Land Area Management Study, which showed that 1% of the District is non-irrigable, has been an issue, so the deadline has been extended for everybody. There is a stakeholder's meeting in April.

With regard to his Legislative Liaison report, Director Saunders said he continues to review bills and follow the Brown Act legislation. He said he is monitoring the State Legislature because there are special interest groups wanting to delay the property tax deadline which will impact when the District receives property taxes.

Public Comment:

Cherie Carlyon asked if there out of service area irrigation customers and Darrell Creeks indicated there are around ten OASA irrigation customers.

B. General Manager's Report

Mr. Nelson provided a summary of his report indicating the biggest thing is the limited staffing requiring front office staff to do double duty and Christina Greek covering multiple job duties. He indicated there are two job offers to fill the open administrative staff positions. The delays are related to background checks taking longer than usual due to COVID-related issues.

Irrigation applications are being processed and it appears the District will have about the same number of irrigation customers, stated Mr. Nelson. These applications will be presented for the Board's consideration at the April regular meeting.

There were no questions or public comments.

C. Operation Manager's Report

Darrell Creeks reported there continues to be problems with the new plant and there have been issues related to estimated meter readings due to the fluctuating use. He hopes the District can just keep reading meters.

Mr. Creeks stated that Stumpy is at 16,172acre feet and hopefully the coming storm will bring it up some more.

As requested by Director Saunders, Mr. Creeks reported on last year's shut-down at the Sweet Water Treatment Plant adding it was alarming to have the plant stop producing water. Staff contacted the A-TEEM, an engineering firm specializing in treatment plant control systems who were involved in the design of the plant, and it was diagnosed that a logic card needed to be reset. Mr. Creeks said the A-TEEM indicated there are a myriad of issues that could cause this. When it happened again, the plant operators were instructed on how to reset the logic cards and get the system back online. Mr. Nelson noted that the power received from PG&E is not the purest. Mr. Creeks stated there have been some issues with the PG&E power and the A-TEEM made some adjustments to help clean it up. Director Saunders thanked him for the update.

*Director MacDonald asked for clarification on the information in his report. Mr. Creeks acknowledged that his report had not been updated. He apologized and through the exchange with Director MacDonald corrected the information. (**Attachment 2** is the corrected report.).*

In response to Director Saunders inquiry, Mr. Creeks reported that a customer from ALT contacted the District about a deteriorating bridge crossing. Arrangements were made to have the customer paid for the parts and supplies and Staff replaced the bridge for their horse crossing. There was also a request from a customer in Pilot Hill in which they paid for the culverts and other supplies and the District installed it for

them so their animals could walk under the fence.

Mr. Creeks reported that the District gunitted 400 feet of ditch in Cherry Acres and used 48 bags of grout to patch and seal the cracks.

As far as CIP gunnite projects referenced earlier by Director Seaman, Mr. Creeks explained that CIP projects are ones that go out to bid like the CABY ditch-lining project, funded with a \$1.2 million grant. Another example is the Canal Reliability Study project that cost \$700,000 to line 3,000 feet of ditch.

Mr. Creeks pointed out the District has lined almost 3,000 feet of ditch at a cost of \$60,000 including gunnite and pumper vendor costs. This represents huge savings for the District when the work can be done in house. However, he noted the 3,000 feet of ditch is the total of many small sections located all over the system. Mr. Nelson said this was ditch maintenance and it would not be cost-effective to contract out for piecemeal ditch repair.

Director Seaman asked if there was CEQA documentation to substantiate environmental reviews for these projects. Mr. Creeks stated the District is responding to customer requests for ditch repairs due to concerns about water damage to their home and property. Ms. Brenner stated that some of these leaks could damage some of the private property and become lawsuits against the District.

Mr. Nelson invited Director Seaman to meet with him and Mr. Creeks to discuss this and other topics. Director Seaman said she would also like to have the tour. Mr. Nelson stated he would be in touch to arrange for this meeting and tour.

Public Comment: None

D. Water Resources Report

*Adam Brown referenced the contract with Western Hydraulics to do a forecast model and he just received this late Friday so was unable to get it into the packet. He said he wanted to show this model as a preview for next month's presentation on irrigation allocation for this irrigation season. Mr. Brown shared the documents through zoom share and are included as **Attachments 3 and 4**.*

Mr. Brown explained the summary page of the forecast which is basically input from the California Nevada Forecast Center that looks at 39 years of data for the Rubicon River Basin and Pilot Creek Watershed is part of that.

Mr. Brown explained what the forecast model was designed to do describing the input points and responded to clarifying questions. It is a planning tool where we would fit at the end of the irrigation system. Based on UWMP we have different levels of conservation measures and this tool would assist the Board in its decision-making. Mr. Nelson wanted this is a new tool we wanted give you all enough tie to digest it so it is not sprung on you in April offered to meet with any Directors to explain more prior to the meeting recommend that. This is where we are going with it and Adam and Jeff Meyer did a great job.

The Urban Water Management Plan is due in June. We have a draft envision having the draft posted on the website in early April and plan public hearing in May.

Mr. Brown reported there was nothing out of the ordinary in this month's Zone Report.

Mr. Nelson stated that Mr. Brown wears a lot of different hats for the District.

Mr. Creeks indicated he had forgotten to report back on Director Thornbrough's request that staff compare the cost of buying a storage container for records rather than renting. Mr. Creeks indicated he was looking into this.

Public Comment: *Dane Wadle said the forecast model was very good information and asked if it could be posted on the website.*

8. COMMITTEES

A. Ad Hoc Grant Writing Committee – Director Saunders

Director Saunders reported that the new committee is a work in progress to get everybody to work together. He stated the next meeting is March 19 at 11 a.m. and he will try to invite Ken Payne and other people.

B. Ad Hoc Committee for the Finance Committee Policy - Director MacDonald and Director Thornbrough

Director MacDonald reported he met with Director Thornbrough and former Finance Committee Chairman Steve Miller to review Director Garcia's draft of the Finance Committee's roles and responsibilities.

Director Saunders stated it is going to take some time to review the policy and establish a new Finance Committee. The resolution will eventually become a policy.

Public Comment: *None*

C. Ad Hoc Committee for Policy Manual – To be appointed.

D. Ad Hoc Committee for the Special Audit – Director Saunders

9. NEW BUSINESS

A. Receive Staff Briefing on Irrigation Ordinance

Possible Action: Receive Briefing and Provide Direction to Staff

Jeff Nelson stated that Staff is looking for direction from the Board and is requesting an opportunity to incorporate changes to the Ordinance to bring back to the Board to consider and discuss. He called on Gloria Omania, who was involved in developing the 2018 outreach plan for a public review of the Irrigation Ordinance, to provide the briefing.

Ms. Omania described, through a Power Point presentation, the process of review that included two public workshops and opportunities for public comments and staff assessment of suggested changes to the Ordinance and improvements to the service. She explained the steps that had been completed in 2018, and the steps remaining to reach the point of a public hearing to amend the Ordinance.

Darrell Creeks provided an overview of GDPUD's irrigation system, noting that the 700-mile system is maintained by a crew of 7 District workers. Mr. Creeks also summarized some of the suggested changes to the ordinance and Staff's assessment explaining why some suggestions was not possible.

Director Seaman said it would be nice to go through the comments from the 2018 review to see what has been done. She initiated discussion about the 18 segments of the irrigation system. Mr. Creeks responded that some service routes require higher maintenance than other sections. Director Seaman says her area has reached a point of frustration; they are doing some of the maintenance themselves. Mr. Creeks commented that irrigation water is untreated dirty water and customers must flush their lines regularly.

Director Thornbrough stated he liked the idea of putting something together based on what has already been discussed and commented on and the sooner the better.

Mr. Creeks stated the Irrigation Ordinance is extremely complicated and the Board might need to dedicate a special meeting to focus on it.

Director Saunders asked that all the workshop comments be posted on the website so current Board members can review and add their comments. He said the public will have an opportunity to weigh in during the special meeting and in the public hearing.

After some additional discussion, the Board directed Staff to create a special section on the website to post the Irrigation Ordinance information from the 2018 review, schedule a special meeting on the Ordinance, and begin to incorporate suggested changes for the Board's consideration.

Public Comment: None

B. Consider Changes to District Policy 5020 - Preparation of Board Agenda.

Possible Action: Adopt Resolution Adopting changes to Policy 5020

At the General Manager's request, Gloria Omania presented the staff report.

Motioned by Director Thornbrough to adopt resolution with Attachment 4 as the Exhibit. It was seconded by Director MacDonald.

ROLL CALL VOTE:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

The Motion passes.

C. Consider Nomination to ACWA Region 3 Board

Possible Action: Adopt Resolution

After discussing the benefits of representation on the ACWA Region 3 Board, Director Saunders expressed his interest to serve on Region 3 ACWA Board.

Motioned by Director MacDonald to nominate Director Saunders to the Region 3 ACWA Board and seconded by Director Seaman.

Public Comment: None

ROLL CALL:

Ayes: THORNBROUGH MACDONALD SEASON SAUNDERS

The motion passes.

D. Discuss Policy on the Roles and Responsibilities of the Finance Committee

Possible Action: Direct Staff on next steps for Considering Changes to Policy

This item was tabled to next meeting.

E. Consider Contract with Doug Veerkamp for Parking Lot Paving Project

Possible Action: Adopt Resolution Authorizing Contact with Doug Veerkamp

Adam Brown presented the staff report stating this project is a CIP which required bids. He stated the project was presented during the CIP Process for \$219,000 and the lowest bid came in quite a bit lower.

In response to Director MacDonald's question, Mr. Brown confirmed this was the lowest qualified bid. He stated he followed up on the references and reached three who indicated this company does quality work.

Director Thornbrough asked if the trees were included in the bid and Mr. Brown referred him to the Contractor's bid (Attachment 2 of the staff report) that included two alternate bids for overlay (2,333.25) and the removal of trees (\$24,750). The base bid was \$143,010.35 making the total amount \$170,093.60.

In response to Director Seaman, Mr. Brown stated the District will verify there are no environmental concerns, and the contractor meets any encroachment permit requirements.

Public Comment:

Cherie Carlyon asked if the District could remove the trees and whether the tree removal is included in the contract. Mr. Nelson stated there is a lot of liability involved when you're cutting trees on a very busy road.

Stephen Dowd stated the trees have been there for over 47 years and serve as protection from the motorists coming around the corner and asked about guard rails.

Motioned by Director Thornbrough to adopt authorize and seconded by Director MacDonald.

ROLL CALL VOTE:

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

The motion passes.

F. Consider 2021 WaterSMART Grant – 2022 Upper Canal Reliability Project

Possible Action: Adopt Resolution Approving Grant Application for 2021 WaterSMART Grant

Mr. Nelson reported that Ken Payne contacted the District about an opportunity for a WaterSMART grant, but it was due next week. Mr. Payne indicated they would put their staff on it and just needed a little information from the District.

Staff indicated the 2022 Upper Canal Reliability Project is eligible for this grant and has a high potential for obtaining funds of up to \$160,000 with a 50% cost share. A portion of the cost share can be in-kind.

Director Seaman asked if cultural, historical, and biological issues have been taken into account. Mr. Nelson stated these costs are built into the grant application adding the District would be spending some amount of money anyway to maintain these ditches. The funds would be awarded in September with the construction proposed to be January – May 1, 2022, before the 2022 irrigation season.

Public Comments: None

Motioned by Director Thornbrough to adopt resolution and seconded by Director small scale WaterSMART and seconded MacDonald.

ROLL CALL

AYES: THORNBROUGH, MACDONALD, SEAMAN, SAUNDERS

The Motion passed.

10. PUBLIC HEARING

A. None.

11. BOARD MEMBER REQUESTS FOR ADDITIONS TO FUTURE MEETING AGENDAS AND REQUESTS FOR INFORMATION OR RESEARCH TO BE COMPLETED BY STAFF – Opportunity for Board members to discuss matters of interest to them and provide input for future meetings as well as report on their District-related meeting attendance.

Director Seaman request if agenda packets could be delivered on Thursday instead of Friday and the General Manager stated that was Staff's goal.

Director Saunders took a poll to set the date for the Special Meeting for Director interviews and it was set for March 24, 2021, at 4 PM.

Director Saunders stated the Strategic Meeting will be scheduled after the new director has been appointed and the new manager hired.

Public Comment: None

- 12. NEXT MEETING DATE AND ADJOURNMENT** – The next Regular Meeting will be on April 13, 2021 at 2:00 P.M. via teleconference. Details to follow.

Motion to adjourn at 5:38 by Director MacDonald and Thornbrough seconded.

The motion passed by acclamation.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact the District Office by telephone at 530-333-4356 or by fax at 530-333-9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District's bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on March 4, 2021.

Jeff Nelson, Interim General Manager

Date

Operations Manager's Report for February 2020

Presented to the GDPUD Board of Directors by Darrell Creeks, Operations Manager

March 9, 2021, AGENDA ITEM #7.C.

Water Production for the Month of February

Sweetwater Treatment Plant

13.427 million gallons
479,535 gallons/day average

Walton Lake Water Treatment Plant

15.290 million gallons
546,071 gallons/day average

Water Quality Monitoring

Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards,
- ✓ Distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and indicate adequate levels of disinfection through the system.

Stumpy Meadows Volume (Acre-FT) February 15,836

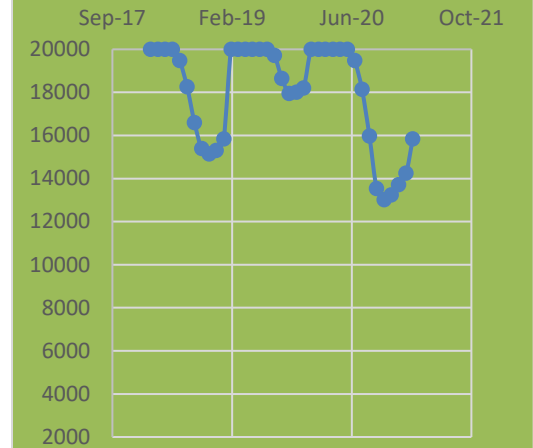
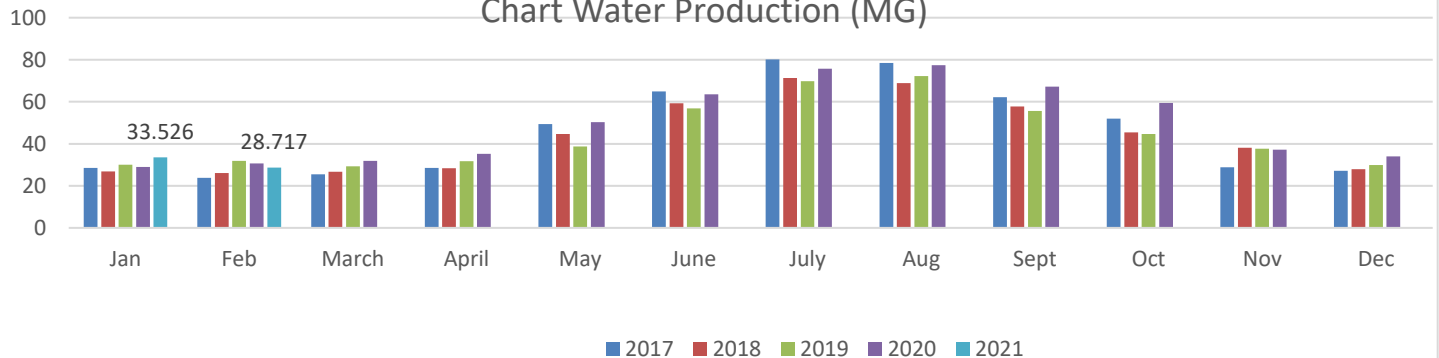


Chart Water Production (MG)



Summary of Field Work Activities

Operations Manager

A logic card in the Westech PLC at the Sweetwater Treatment Plant has tripped out two times since the plant has been in operation. This would not allow the plant to make water. The A-Team responded and showed us how to reset the Logic card. They said this does happen occasionally with this type of equipment for a myriad of reasons. Hopefully, we are prepared if it happens again.

Distribution Crew

- ✓ Repaired leaks: 9 leaks
- ✓ Repair/replace meters: 0
- ✓ Installed new service: 0 treated
- ✓ After Hours Callouts: 3
- ✓ Exercised 2 Valves

Rebuilt Vault at Hotchkiss Hill Sub Tank

Maintenance Crew

- ✓ Gunited 400 feet on the Cherry Acers Canal
- ✓ Sealed cracks in old Gunite at the end of the Cherry Acers canal
- ✓ Installed Two culverts for a customer in Pilot Hill where their fence crosses the canal
- ✓ Prepping canals for Gunite

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.A.3.

Minutes of Special Meeting of

March 22, 2021

MINUTES
SPECIAL MEETING
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT BOARD OF DIRECTORS
6425 MAIN STREET, GEORGETOWN, CALIFORNIA 95634

MONDAY, MARCH 22, 2021
4:00 P.M.

Michael Saunders, President
(Vacant), Vice President
Mike Thornbrough, Treasurer
Mitch Mac Donald, Director
Donna Seaman, Director

MISSION STATEMENT

It is the purpose of the Georgetown Divide Public Utility District to:

- Provide reliable water supplies
 - Ensure high quality drinking water
 - Promote stewardship to protect community resources, public health, and quality of life
 - Provide excellent and responsive customer services through dedicated and valued staff
 - Ensure fiscal responsibility and accountability are observed by balancing immediate and long-term needs.
-
-

Out of respect for the meeting and others in attendance via teleconference and videoconference, please adhere to the guidance below for addressing the Board of Directors for both items on the agenda and a matter that is not on the agenda.

Pursuant to the Government Code Section 54954.3 (The Brown Act), members of the public shall be afforded the opportunity to speak on any agenda item, provided they are first recognized by the presiding officer. The Board President will call for public comment on each agenda item. Those wishing to address the Board on a matter that is not on the agenda and within the jurisdictional authority of the District may do so during the Public Forum portion of the agenda. Please be aware of the following procedures for speaking during Public Forum or public comment sessions:

1. Please use the raise your hand feature when you wish to address the Board or, if participating via teleconference, dial 9* to indicate you would like to speak. The President will call upon you by addressing you by the name or phone number indicated.
2. Comments are to be directed only to the Board.
3. The Board will not entertain outbursts from the audience.
4. There is a three-minute time limit per speaker.
5. The Board is not permitted to take action on items addressed under Public Forum.
6. Disruptive conduct shall not be permitted.
7. Persistence in disruptive conduct shall be grounds for removal of that person's privilege of address.

The Board President is responsible for maintaining an orderly meeting.

1. CALL TO ORDER, ROLL CALL, AND PLEDGE OF ALLEGIANCE

Director Saunders called the Special Meeting to order at 4:20 pm.

PRESENT: DIRECTORS MACDONALD, THORNBROUGH GARCIA, SAUNDERS

OTHERS *Barbara Brenner, Legal Counsel, Jeff Nelson, Interim General Manager*
PRESENT:

Director Thornbrough led in the flag salute.

2. ADOPTION OF AGENDA

Director Saunders stated the staff report and attachments for Agenda Item 4 were mislabeled in the Agenda Packet and asked for a correction to the Agenda.

Motioned by Thornbrough to adopt agenda with corrections. Seconded by Director MacDonald.

The motion PASSED.

3. PUBLIC FORUM

There were no public comments.

4. FILLING BOARD VACANCY

A. Interviews

Director Saunders outlined the interview process:

- 1. Applicants will wait in a virtual waiting room until it is their turn to be interviewed.*
- 2. Applicants will have up to three (3) minutes for an opening statement if they choose.*
- 3. Each Director may ask up to two questions to clarify any part of their application.*
- 4. There will be two rounds of the same questions by each Director of each applicant.*
- 5. All candidates will return to the meeting for the remainder of the public selection process.*
- 6. A toss of a coin will determine the order of interviews in alphabetical order by first or last name. The order of interviews was determined to be by first name.*

During the two rounds of questions, the Directors asked the applicants the following questions:

First Round Questions:

- Director MacDonald: What is the value of having a Finance Committee as the public's eyes on District finances?*
- Director Thornbrough: What should the role and responsibility of a Director be since being appointed is the same as being elected by the community that voted for candidates with the interest in the District and ratepayers?*

- Director Seaman: What part of your background would help to improve GDPUD's customer service or give GDPUD a positive move forward?
- Director Saunders: What role do you see yourself playing on the Board?

Second Round Questions:

- Director MacDonald: Since GDPUD is the only choice for water service, how would you encourage customer service, good communication, accountability, and transparency?
- Director Thornbrough: Had no questions in the second round.
- Director Seaman: Explain the use and need for irrigation services.
- Director Saunders: Name the priority challenge faced by the District.

The opening and closing statements and responses of each applicant is summarized below. [Note: A recording of the Special Meeting is posted on the District website.]

Dane Wadle

Opening Remarks:

Mr. Wadle thanked the Board for the opportunity to apply for the position. He stated he has been on the Divide for about seven years and has been actively involved in the District each year. He cited his experience with the District as a member of the Finance Committee, as a former GDPUD Director and Board President, and his professional background which includes work with special districts and state legislative experience, and his interest in working with the current Board would make him a valuable addition to the Board and to the District. He stated he could jump in immediately to help out with hiring a general manager, and working with the local agencies to find grant opportunities and other resources for the District.

Application Clarifying Questions:

Mr. Wadle clarified for Director Saunders that he implemented public outreach strategies to inform the community by writing articles as a Board member in the Georgetown Gazette to give a recap of District meetings. He then transitioned into an online blog to keep the community informed. Director Saunders noted his Chamber of Commerce attendance.

First Round Answers:

In response to Director Seaman, Mr. Wadle described how his background could improve customer service and help move the District in a positive direction. He said his professional position with the California Special Districts Association (CSDA) involves regular outreach to special districts and local agencies across the Gold Country region. His efforts to keep the community informed of District activities through his columns and blogs is a community service. He also cited his involvement with the schools and youth sports that would give him an opportunity to connect with individuals in those circles who may not be engaged or knowledgeable about GDPUD.

Responding to Director MacDonald, Mr. Wadle stated that having a committee of engaged individuals from the community with a financial background to provide Staff

and the District with an advanced perspective will help in the preparation of clearer and understandable financial information which will provide for meaningful review and feedback by the public.

Director Thornbrough stated he had no questions for Mr. Wadle.

Mr. Wadle stated in response to Director Saunders that he would bring his financial background, experience with the District, and professional certifications to the role he would play on the Board. He added his ability to communicate with various sectors of the community through his involvement with the schools and youth sports would contribute to the District's communication to the public. He added the regional contacts he has developed through his professional position would CSDA would be helpful in the District's efforts to find grant opportunities and best practices.

Second Round Answers:

When Seaman asked about the need for irrigation, Director Wadle stated he understands the importance of irrigation. Having grown up in a rural community and residing in the area, he sees irrigation as an essential part of the rural environment. Irrigation helps to protect our community from wildfires which is a more important aspect of it.

Director MacDonald asked about improving customer service, communication, transparency, and accountability. Mr. Wadle stated the organizational chart says it best because it shows that the ratepayers are at the top of the chart. It is essential to maintain an organization which provides effective and efficient service at the most reasonable costs while balancing short- and long-term objectives. To achieve this, good communication, accountability, and transparency is paramount.

Director Thornbrough had no question for Mr. Wadle.

In response to Director Saunders, Mr. Wadle stated that it is important that the District ensure that the infrastructure is maintained to provide effective and efficient service to the community. As a Board member, he tried to do this through the Budget supporting funds to line ditches and make sure the District can continue to provide water. He added that he has a young family and plans to live in the area for a long time, so this is very important to him.

Closing Remarks:

In closing, Mr. Wadle stated he appreciated the opportunity to apply and believes he can be an asset to keeping the District moving forward.

Gerry Stewart

Opening Remarks

Mr. Stewart stated that he served on the Board some time ago and enjoyed doing a lot of good work for the District. He commented that he finds it comical to see the current Board struggle with technical problems when the problems they had in the past during Board meetings was having to put tin cans out to keep the rain from dissolving their papers and the restroom was an outhouse 100 feet outside. He said

that he had been asked many times to run for the Board and resisted because he was busy running several businesses and didn't have the time. He was recently asked to consider applying and he agreed since he is now semi-retired.

Clarifying Questions:

Mr. Stewart clarified for Director Seaman that he served on the Board of Directors from 1974 to 1980. He commented that his name appears on the bronze plaque in front of the District Office so that was a very long time ago.

Responding to Director MacDonald, Mr. Stewart stated he served as the first General Manager of the Auburn Lake Trails hired by the Trans Land Company. Residency was a requirement at that time which he felt was a poor requirement because he believes when the General Manager lives in the area, he is inundated seven days a week. When he moved outside the area, he elected to give up the job.

First Round Answers:

Director MacDonald asked about the value of the Finance Committee and Mr. Stewart stated the Finance Committee would be beneficial as it would provide a third set of eyes, after the General Manager and the Board.

Director Thornbrough asked Mr. Stewart what he thought was the role of a Director. Mr. Stewart said our job is to provide water for all customers in the District not as a business for profit but as a business to serve people with a very vital product with the best service at the lowest cost. Irrigation water may be more expensive, but the District is not in the business to make a profit. Mr. Stewart stated that the Board sets the direction, and the General Manager runs the operation. As a Director you must rely on management to carry out what the Board sets. Having been in management, Mr. Stewart said he is not a micro manager.

Director Seaman asked Mr. Stewart what part of his background would improve customer service and move the District forward. He replied he has some very specific opinions about how Directors and Managers should work. A Director sets the direction and management carries it out. Mr. Stewart thinks GDPUD should be set up to serve people with the most economic and best service at the lowest possible price. He really believes that the General Manager should run the day-to-day operations and the Board should set the direction. He added that the Board needs to find the best General Manager so the Directors can just do the directing.

Responding to Director Saunders, Mr. Stewart stated he has been a General Manager, and has run his own businesses for years, but when you are a Director, you must rely on your management to enact what the Board sets. He repeated his firm belief that a General Manager must manage, and a Director must direct. He said as a Director he will not be micro-managing.

Second Round Answers:

In response to Director MacDonald's question about the importance of customer service, communication, transparency and accountability, Mr. Stewart stated that it is vital for the Divide and necessary to maintain the lifestyle here for the District to provide water at the cheapest price as a service. He stated he would run the

organization differently if it was for profit; however, the District may not have competition, but it has an obligation to provide the most economical water at the highest quality. That is his objective.

Director Thornbrough had no more question for Mr. Stewart.

Responding to Director Seaman's question about the importance of irrigation, Mr. Stewart referred to the objectives of the District with quality water as #1, and then highlighted the mission to promote stewardship, public health, and quality of life. If you do away with irrigation water, even though it is expensive, the quality of life of many people on the Divide will be seriously negatively affected. He would not want to see his neighbors and friends not have irrigation water. He said he would like to see an expansion of irrigation service, if possible, to make it more economical. While drinking water is the #1 priority and although he doesn't feel treatment water people should support irrigation service, he pointed out again that the District is service provider with an obligation provide that service.

Director Saunders asked Mr. Stewart name one challenge facing the District. Mr. Stewart said two areas that he would look into seriously are the obsolete water systems and some fire hydrants with inadequate capacity. He would also like to see more attention to preventing waste of water. He would like to see a program with federal or state help, to address the loss of water in ditches.

Closing Remarks

Mr. Stewart thanked the Board for considering him adding it would be an honor to serve.

Marilyn Weber Boehnke

Opening Remarks

Ms. Boehnke stated that she has lived in this community for about 15 years and really loves the area and the people. She applied because she would like to be involved and be of service.

Clarifying Questions

In response to Director MacDonald, Ms. Boehnke clarified that FFA on her resume referred to the Future Farmers of America. She explained that did financials for the Agricultural Council and gave presentations on finances to the Board. She further clarified that she was with the Department of Consumer Affairs from 2004 to 2007.

First Round Answers:

Director Thornbrough asked what she saw as her role since an appointment is the same as being elected. Ms. Boehnke replied that she would keep an eye on the quality of the water, maintain the facilities, keep an eye on finances and whatever is brought before the Board.

In response to Director Seaman, Ms. Boehnke said she is used to working with people of all backgrounds and bringing diverse ideas together to bring about a consensus.

Director MacDonald asked about the value of the Finance Committee and Ms. Boehnke stated because it looks at the finances more closely, the Finance Committee has a better idea of where things are going, and what projections are to be able to put finances into a sharper view for the Board and the public.

Ms. Boehnke said she would be a team player and service oriented in response to Director Saunders' question about the role she would play on the Board.

Second Round Answers:

Mr. Boehnke explained to Director Seaman that you must have irrigation; you don't just need drinking water you have other needs such as irrigating orchards.

Director MacDonald asked about improving the quality of customer service due to the lack of competition. Ms. Boehnke stated any board or committee is there to service the client and she can see how a monopoly would make it less of a mission to beef up the service. Every Director should want the service updated and in the best shape.

Ms. Boehnke stated that because she is not familiar with the Board and its processes, she would not have a clear direction to respond to Director Saunders question about naming a challenge faced by the District. She added the Board should be focused on providing the finest quality and maintaining the rates where possible.

Director Thornbrough did not ask another question.

Closing Remarks

As a final statement, Ms. Boehnke said the Board has great competition for her with candidates with excellent qualifications and she would not have heartburn if she was not selected.

B. Board Deliberation

Director MacDonald stated he was impressed with qualifications of all the candidates; some had more strength than others. One has a lot of government or public experience and the others had a combination of both.

Director Thornbrough said he impressed with both Gerry Stewart and Marilyn Boehnke and was leading toward Mr. Stewart as he saw they share views of the role and responsibilities of a Director.

Director Seaman thanked all three for applying stating she appreciated the directness and answers given by Mr. Stewart.

Director Saunders thanked all the applicants stating it is impressive to have three top candidates stepping up and any of them would be an asset to the District.

Public Comments:

Stephen Dowd thanked all the applicants and expressed his support for Gerry Stewart.

Cheri Carlyon stated she supports Gerry with his long history on the Divide, adding he was instrumental in getting water for her family.

Ms. Turney thank all the Board members for being so thorough with their questions. She stated Gerry Stewart has a great reputation and Ms. Boehnke should run for Director.

C. Selection of New Director

Director Saunders opened it up for nominations by the Directors.

Director Seaman nominated Gerry Stewart.

Director MacDonald nominated Gerry Stewart.

Director Thornbrough nominated Gerry Stewart.

Director Saunders stated that since the vote is 3-0 for Gerry Stewart, his vote was not needed.

Director Seaman motioned the appointment of Gerry Stewart to fill the open Director position. It was seconded by Director MacDonald.

The motion passed.

Congratulations to Gerry Stewart!

Director Saunders stated Mr. Stewart will take the Oath of Office at the April regular meeting and in the meanwhile, both he and the General Manager would be in touch.

Gerry Stewart thanked the Board for the consideration and committed that he would do the best he could to meet the needs of GDPUD.

5. NEXT MEETING DATE AND ADJOURNMENT – Next Regular Meeting is April 13, 2021, at 2:00 P.M.

Director Thornbrough motioned to adjourn the meeting. Seconded by Director MacDonald.

The motion passed by acclamation.

Meeting adjourned at 5:42 PM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting via teleconference, please contact Jeff Nelson by telephone at 530-333-4356 or by fax at 530-333-

9442. Requests must be made as early as possible and at least one-full business day before the start of the meeting. In accordance with Government Code Section 54954.2(a), this agenda was posted on the District’s bulletin board at the Georgetown Divide Public Utility District office, at 6425 Main Street, Georgetown, California, on March 18, 2021.

Jeff Nelson, PE, Interim General Manager

Date

DRAFT

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.B.1

Monthly Check Report



Georgetown Divide PUD

Check Report

By Check Number

Date Range: 03/01/2021 - 03/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: EDSB-EI Dorado Savings Bank						
ACW01	ACWA/JPIA	03/10/2021	Regular	0.00	42,474.88	31982
ADT01	ADT SECURITY SERVICES	03/10/2021	Regular	0.00	213.56	31983
ADV01	ADVENT TECHNOLOGIES	03/10/2021	Regular	0.00	187.50	31984
AFL01	AMERICAN FAMILY LIFE INS	03/10/2021	Regular	0.00	1,298.88	31985
ALL01	ALLEN KRAUSE	03/10/2021	Regular	0.00	60.00	31986
AME08	AMERICAN MESSAGING	03/10/2021	Regular	0.00	13.49	31987
AND01	ANDERSON'S SIERRA PIPE CO	03/10/2021	Regular	0.00	561.99	31988
ARA01	ARAMARK	03/10/2021	Regular	0.00	451.14	31989
ATT02	AT&T	03/10/2021	Regular	0.00	2,335.80	31990
BEA01	BUTTE EQUIPMENT RENTALS	03/10/2021	Regular	0.00	1,900.00	31991
BEN04	BENNETT ENGINEERING SERVI	03/10/2021	Regular	0.00	4,758.24	31992
CAR08	CSI	03/10/2021	Regular	0.00	59.00	31993
CLS01	CLS LABS	03/10/2021	Regular	0.00	449.00	31994
CWS01	CORBIN WILLITS SYS. INC.	03/10/2021	Regular	0.00	596.35	31995
EDC01	EL DORADO COUNTY TRANSPOR	03/10/2021	Regular	0.00	321.58	31996
ELD16	EL DORADO DISPOSAL SERVIC	03/10/2021	Regular	0.00	390.66	31997
ELK01	ELK GROVE AUTO GROUP	03/10/2021	Regular	0.00	24,614.05	31998
ELL02	ALEXIS ELLIOTT	03/10/2021	Regular	0.00	44.99	31999
EN201	EN2 RESOURCES, INC	03/10/2021	Regular	0.00	2,664.50	32000
GAR02	GARDEN VALLEY FEED & HDW.	03/10/2021	Regular	0.00	13.17	32001
GEO05	GEORGETOWN PRE-CAST, INC.	03/10/2021	Regular	0.00	5,148.00	32002
GOL03	GOLD COUNTRY MEDIA	03/10/2021	Regular	0.00	136.90	32003
GRA05	GRANICUS, LLC	03/10/2021	Regular	0.00	7,562.76	32004
HAR03	HARRIS INDUSTRIAL GASES	03/10/2021	Regular	0.00	233.31	32005
ICM02	ICMA-R.T.-457 (ee)	03/10/2021	Regular	0.00	744.54	32006
IUO01	IUOE, LOCAL 39	03/10/2021	Regular	0.00	325.49	32007
IUO02	PEU LOCAL #1	03/10/2021	Regular	0.00	262.57	32008
LSL01	LANCE, SOLL & LUNGHARD, L	03/10/2021	Regular	0.00	2,315.00	32009
MJT01	MJT ENTERPRISES, INC.	03/10/2021	Regular	0.00	1,789.20	32010
MOU02	MOUNTAIN DEMOCRAT	03/10/2021	Regular	0.00	111.54	32011
PAC02	PACIFIC GAS & ELECTRIC	03/10/2021	Regular	0.00	9,705.86	32012
PAC06	PACE SUPPLY 23714-00	03/10/2021	Regular	0.00	4,534.40	32013
PACIFIC BELL	PACIFIC BELL TELEPHONE COMPANY	03/10/2021	Regular	0.00	1,612.28	32014
POW01	POWERNET GLOBAL COMM.	03/10/2021	Regular	0.00	100.10	32015
ROB02	ROBINSON ENTERPRISES	03/10/2021	Regular	0.00	1,330.18	32016
SIE10	SIERRA SAFETY	03/10/2021	Regular	0.00	270.61	32017
SIG01	SIGNAL SERVICE INC	03/10/2021	Regular	0.00	282.00	32018
SIREN	REBECCA SIREN	03/10/2021	Regular	0.00	1,265.00	32019
STREAM	Streamline	03/10/2021	Regular	0.00	300.00	32020
TIR01	TIREHUB, LLC	03/10/2021	Regular	0.00	667.23	32021
TYL02	TYLER TECHNOLOGIES, INC	03/10/2021	Regular	0.00	900.00	32022
UNI06	UNITEDHEALTHCARE INSURANC	03/10/2021	Regular	0.00	175.00	32023
USB06	U.S. BANK EQUIPMENT FINAN	03/10/2021	Regular	0.00	475.83	32024
VER01	VERIZON WIRELESS	03/10/2021	Regular	0.00	1,288.82	32025
WEL02	WELLS FARGO BANK	03/10/2021	Regular	0.00	2,296.95	32026
WES08	WESTERN HYDROLOGICS, LLP	03/10/2021	Regular	0.00	3,206.76	32027
WES09	NATHAN THOMAS	03/10/2021	Regular	0.00	2,560.00	32028
AAR01	AARP MEDICARERX SAVER PLU	03/24/2021	Regular	0.00	29.20	32031
ADT01	ADT SECURITY SERVICES	03/24/2021	Regular	0.00	51.99	32032
ALL01	ALLEN KRAUSE	03/24/2021	Regular	0.00	825.47	32033
AND01	ANDERSON'S SIERRA PIPE CO	03/24/2021	Regular	0.00	103.07	32034
ANS01	ANSWERING SPECIALISTS INC	03/24/2021	Regular	0.00	84.95	32035
ARA01	ARAMARK	03/24/2021	Regular	0.00	294.24	32036
ATT02	AT&T	03/24/2021	Regular	0.00	135.40	32037

Check Report

Date Range: 03/01/2021 - 03/31/2021

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
ATT04	AT&T	03/24/2021	Regular	0.00	83.84	32038
AUB03	D.O. NERONDE, INC	03/24/2021	Regular	0.00	2,735.53	32039
BLU01	ANTHEM BLUE CROSS	03/24/2021	Regular	0.00	1,406.63	32040
BLU06	BLUE SHIELD OF CALIFORNIA	03/24/2021	Regular	0.00	260.00	32041
BLU07	BLUE SHIELD OF CALIFORNIA	03/24/2021	Regular	0.00	691.00	32042
CLS01	CLS LABS	03/24/2021	Regular	0.00	166.60	32043
COA01	COASTLAND CIVIL ENGINEERI	03/24/2021	Regular	0.00	2,982.50	32044
CWS01	CORBIN WILLITS SYS. INC.	03/24/2021	Regular	0.00	596.35	32045
DWR01	DEPT. OF WATER RESOURCES	03/24/2021	Regular	0.00	15,397.73	32046
EMC01	MESA ENERGY SYSTEMS, INC	03/24/2021	Regular	0.00	574.44	32047
EN201	EN2 RESOURCES, INC	03/24/2021	Regular	0.00	5,260.00	32048
FER01	FERRELLGAS	03/24/2021	Regular	0.00	1,799.17	32049
GAR02	GARDEN VALLEY FEED & HDW.	03/24/2021	Regular	0.00	47.17	32050
GEO01	GEORGETOWN ACE HDW	03/24/2021	Regular	0.00	91.83	32051
GEO04	DIVIDE SUPPLY ACE HARDWAR	03/24/2021	Regular	0.00	1,062.72	32052
GLO03	GLORIA R. OMANIA	03/24/2021	Regular	0.00	6,480.00	32053
GRA01	GRAINGER, INC.	03/24/2021	Regular	0.00	204.54	32054
HAR03	HARRIS INDUSTRIAL GASES	03/24/2021	Regular	0.00	248.69	32055
ICM02	ICMA-R.T.-457 (ee)	03/24/2021	Regular	0.00	744.54	32056
INT05	INTERWEST CONSULTING GROU	03/24/2021	Regular	0.00	17,500.00	32057
IUO01	IUOE, LOCAL 39	03/24/2021	Regular	0.00	326.00	32058
IUO02	PEU LOCAL #1	03/24/2021	Regular	0.00	239.05	32059
MED01	MEDICAL EYE SERVICES	03/24/2021	Regular	0.00	273.58	32060
MJT01	MJT ENTERPRISES, INC.	03/24/2021	Regular	0.00	1,764.35	32061
MOB01	MOBILE MINI, LLC-CA	03/24/2021	Regular	0.00	225.73	32062
PAC02	PACIFIC GAS & ELECTRIC	03/24/2021	Regular	0.00	1,841.13	32063
PAC06	PACE SUPPLY 23714-00	03/24/2021	Regular	0.00	10,605.19	32064
PAP03	PAPE MACHINERY, INC	03/24/2021	Regular	0.00	199.44	32065
PRO04	PAUL FUNK	03/24/2021	Regular	0.00	265.00	32066
RIE01	RIEBES AUTO PARTS,LLC	03/24/2021	Regular	0.00	602.57	32067
ROB02	ROBINSON ENTERPRISES	03/24/2021	Regular	0.00	2,316.40	32068
ROY01	KENNETH ROYAL	03/24/2021	Regular	0.00	870.00	32069
TEI01	A. TEICHERT & SON, INC	03/24/2021	Regular	0.00	1,105.12	32070
TYL02	TYLER TECHNOLOGIES, INC	03/24/2021	Regular	0.00	1,075.38	32071
VER01	VERIZON WIRELESS	03/24/2021	Regular	0.00	39.02	32072
WES08	WESTERN HYDROLOGICS, LLP	03/24/2021	Regular	0.00	7,851.55	32073
WOO03	WOOD ENVIRONMENT & INFRAS	03/24/2021	Regular	0.00	2,896.00	32074

Bank Code EDSB Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	173	91	0.00	225,362.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	173	91	0.00	225,362.22

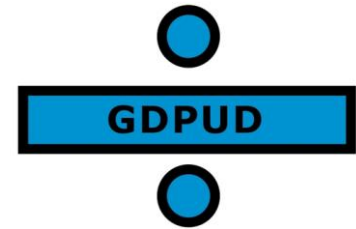
All Bank Codes Check Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	173	91	0.00	225,362.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	0	0	0.00	0.00
	173	91	0.00	225,362.22

Fund Summary

Fund	Name	Period	Amount
999	Pooled Cash Fund	3/2021	225,362.22
			225,362.22

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM NO. 6.C.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: AUTHORIZING CHANGE OF BANK SIGNATORY AUTHORITY

PREPARED BY: Gloria Omania, Interim Board Clerk

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

The District has utilized the local services of El Dorado Savings Bank (Bank) since approximately 2002. The bank requires a resolution be adopted by the Board of Directors to amend and add new authorized signers on a District account.

DISCUSSION

With recent resignations and newly appointed Directors, a resolution amending the authorized list of signatories to District accounts is needed to give the new Directors authority to sign District checks. This authorization will remain in force until the Board of Directors gives written notice to the Bank to the contrary.

FISCAL IMPACT

None.

CEQA ASSESSMENT

Not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the Georgetown Divide Public Utility District adopt Resolution 2021-XX amending the list of authorized bank signatories to District accounts to include Gerry Stewart, the newly appointed Director.

ALTERNATIVES

- (a) Request substantive changes to the Resolution for staff to implement; or
- (b) Reject the Resolution.

ATTACHMENT

1. Resolution 2021-XX

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.C

Attachment 1 – Resolution 2021-XX

Change of Signatory Authority

RESOLUTION NO. 2021-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
AUTHORIZING THE CHANGE OF SIGNATORY AUTHORITY FOR
ACCOUNTS ESTABLISHED WITH EL DORADO SAVINGS BANK

WHEREAS, the Georgetown Divide Public Utility District (“District”) utilizes the banking services of El Dorado Savings Bank (“Bank”); and

WHEREAS, the Bank requires a Resolution of the Board of Directors to specify or amend the signatory authority of the District’s accounts with the Bank; and

WHEREAS, the District desires to amend the signatory authority of the District’s accounts at the Bank to reflect the addition of two new Board of Directors and the change of officers of the President, Vice President and Treasurer.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF
THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

1. That any of the following individuals may sign checks or other instruments withdrawing funds from the accounts:

Michael Saunders, President

Michael Thornbrough, Treasurer

Mitch MacDonald, Director

Donna Seaman, Director

Gerry Stewart, Director

Jeff Nelson, Interim General Manager

2. That the Bank may honor and pay all checks or other instruments signed in accordance with this Resolution, including those payable checks or other instruments payable by the District whether they are endorsed in writing or by stamp.
3. That this authorization remains in force until the Board of Directors gives written notice to the Bank to the contrary.
4. That the General Manager is authorized to execute, and the signers are authorized to sign the required signature cards and any other documents required by the Bank for maintenance of the existing accounts.
5. That the General Manager or Management Analyst is authorized to enter into certificates of deposit on behalf of the District.
6. That the General Manager or Management Analyst is authorized to initiate wire transfers as needed for District business.

7. That the District funds on deposit with El Dorado Savings Bank will be collateralized pursuant to the Contract for Deposit of Moneys document dated (date).
8. That the District requires two signatures for all checks.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 9th day of January 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

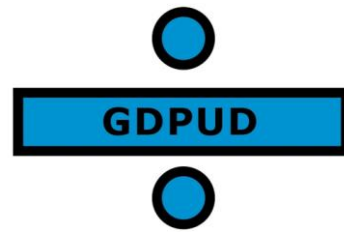
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-xx duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of April 2021.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM NO. 6.E.**



AGENDA SECTION: CONSENT CALENDAR

**SUBJECT: APPROVING USE OF WALTON LAKE FOR THE 2021
 GEORGETOWN KIDS FISHING DERBY**

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, General Manager

BACKGROUND

The US Forest Service (USFS) has requested the District's support for the 2021 Georgetown Kids Fishing Derby by allowing the use of Lake Walton; the USFS will be holding the fishing derby on Saturday, June 5th. They have also requested that individuals not associated with the Derby refrain from fishing at the lake from noon on Thursday, June 3, to 1:30 pm on Saturday, June 5, while their staff prepares for the Derby and during the event. The District has supported this activity for many years and has found the USFS's preparation for and clean-up after the fishing derby to be satisfactory.

DISCUSSION

Resolution 2021-XX approves the use of Lake Walton for the Georgetown Kids Fishing Derby and authorizes the District staff to request individuals not associated with the Derby to refrain from fishing in Lake Walton between noon on Thursday, June 3, and 1:30 PM on Saturday, June 5, 2021. The USFS will have strict social distancing guidelines in effect for all involved in the event and may limit the number of people allowed to attend depending on the Covid 19 situation at the time of the derby.

FISCAL IMPACT

There is no fiscal impact requiring a budget adjustment.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors of the Georgetown Divide Public Utility District (GDPUD) adopt Resolution 2021-XX approving the use of Walton Lake for the 2021 Georgetown Kids Fishing Derby with COVID mitigation measures in place, to be enforced by the USFS.

ATTACHMENTS

1. Resolution 2021-XX

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 6.D.

Attachment 1 – Resolution 2021-XX

Kids Fishing Derby

RESOLUTION NO. 2021-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE USE OF WALTON LAKE FOR THE
2021 GEORGETOWN KIDS FISHING DERBY

WHEREAS, the US Forest Service has requested the support of the Georgetown Divide Public Utility District for the 2021 Georgetown Kids Fishing Derby by allowing the use of Walton Lake; and

WHEREAS, the communities of the Divide enjoy the opportunity for youngsters to compete at Lake Walton in the Annual Georgetown Kids Fishing Derby; and

WHEREAS, much effort on the part of local agencies, businesses, and individuals goes into making the Derby a fulfilling and successful event for the children; and

WHEREAS, Lake Walton is stocked with fish by the US Forest Service immediately before the Derby for the benefit of the children participating in the Derby; and

WHEREAS, individuals fishing immediately before the Derby may take advantage of the fish stock which have been arranged and intended for the children.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the request by the US Forest Service for the use of Lake Walton for registered participants of the 2021 Georgetown Kids Fishing Derby is approved and that individuals not registered or associated with the Derby are requested to refrain from fishing in Lake Walton between noon on Thursday, June 3, 2021 and 1:30 PM on Saturday, June 5, 2021.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the thirteenth day of April 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

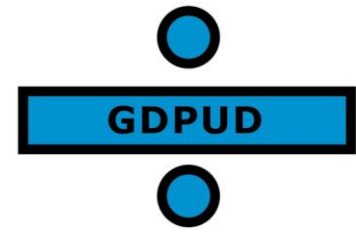
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this thirteenth day of April 2021.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 13th, 2021
AGENDA ITEM NO. 7.B.



AGENDA SECTION: STAFF REPORT - GENERAL MANAGER

SUBJECT: General Managers Monthly report, March 8th – April 7th, 2021

PREPARED BY: Jeff Nelson, Interim General Manager

APPROVED BY: Jeff Nelson, Interim General Manager

BACKGROUND

General Manager's Report for the subject period.

SUMMARY OF ACTIVITIES

Staffing/Administration – Two new Admin Aide I staff (**Lisa Liddicoat** and **Lindsay Dorosh**) and one Maintenance Worker I (**Bryce Hillman**) started with the District this period. Please join me in welcoming them to the District. We are very pleased to have them. We still have one open Maintenance Worker I position; the application period closes on Monday, April 12th.

Grants! - we were notified that the District was awarded a PSPS grant from OES for **\$119,514**; this grant money will be used to purchase a new backup generator for the Walton Lake Treatment plant. In addition, the District was notified that we were awarded a **\$500,000** WaterSmart grant to be used for purchasing new smart water meters for the District. **Adam Brown** led this effort for the District and received support from **Ken Payne's** team with the El Dorado Water Agency for both of these grants. Great job Adam! And Thanks Ken!

State issued Drought Warning – the District received a notice from the State Water Resources Control Board advising us that there are “ongoing dry conditions in most California watersheds – prepare for drought impacts statewide” and that they are monitoring the situation closely. See attached letter.

Low Income Rate Assistance program update – the District has an active program to assist qualified low income customers and has budgeted \$35,000 this fiscal year to assist customers who qualify for the program. Currently, 219 customers are participating in the program with \$13,939.40 of the budgeted \$35,000.00 having been applied to reduce these customer's bills.

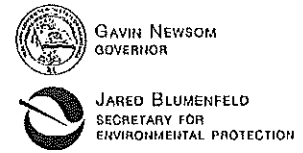
Irrigation Season preparation and canal maintenance/ditch lining – District field staff have been working diligently to prepare both the irrigation ditch network and main canal for irrigation season. Field staff continued to gunnite and hand patch several stretches of the

canal/ditch system. These activities will likely conclude by the end of the week, that being April 16th.

District Facility tours – Darrell Creeks and I gave Director Seaman a tour of the District's water supply facilities. We plan to coordinate a tour of the Community Disposal System with her in the next few weeks. I am also planning on arranging a tour of District facilities for the Grant Committee members as well as Director elect Stewart.

Covid-19 update – The State is reportedly planning on allowing the “re-opening” of businesses affected by Covid-19 restrictions in mid-June. Accordingly, District staff are preparing to reopen the District office to the public and resume normal operation, in coordination with the County and JPIA.

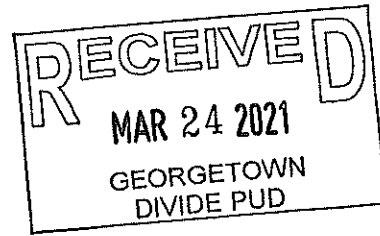
Attachment – Drought notification letter from the State Water Resources Control Board.



State Water Resources Control Board

March 22, 2021

Georgetown Divide Public Utility District
P.O. Box 4240
Georgetown, CA 95634



ONGOING DRY CONDITIONS IN MOST CALIFORNIA WATERSHEDS – PREPARE FOR DROUGHT IMPACTS STATEWIDE

After two years of low precipitation, the U.S. Drought Monitor now reports that 95 percent of California is experiencing Moderate to Exceptional Drought. Reservoir and groundwater levels are significantly below average, and despite recent storms, snowpack is only 58 percent of average as of March 10, 2021. Continued dry conditions can threaten water supplies, impair critical habitat, reduce recreational opportunities, and create uncertainty for all water users. Hydrologic conditions since 2020 have been very similar to the drought years of 2014 and 2015.

Your early efforts can help minimize the potential impact of water management actions on businesses, homes, farms, and California's public trust resources. Start planning now for potential water supply shortages later this year and identify practical actions you can take to increase drought resilience, such as increasing water conservation measures, reducing irrigated acreage, managing herd size, using innovative irrigation and monitoring technologies, or diversifying your water supply portfolio.

The Division of Water Rights (Division) relies on accurate and timely water use data from you and other diverters to help manage California's water. All diverters must report their annual water use, and many diverters must report diversion metering or measuring data. By accurately reporting your water diversion and use data on time, you fulfill your legal reporting obligation and provide critically important information for managing the state's water resources.

The Division is monitoring the situation closely and plans to engage more frequently with water users if dry conditions continue or worsen. We encourage you to work collaboratively with your community to develop cooperative water management solutions that meet both local and state-level needs.

More information on **Drought Conditions** can be found at: <https://www.drought.gov/drought-status-updates/drought-status-update-california-nevada>

E. JOAQUIN ESQUIVEL, CHAIR | EILEEN SOBECK, EXECUTIVE DIRECTOR

More information about the **Division of Water Rights** can be found at: <https://www.waterboards.ca.gov/waterrights/>

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 7.C.

Operation Manager's Report

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Operations Manager's Report for March 2021

Presented to the GDPUD Board of Directors by Darrell Creeks, Operations Manager

April 13, 2021, AGENDA ITEM #7.C.

Water Production for the Month of March 2021

Sweetwater Treatment Plant

15.784 million gallons
509,162 gallons/day average

Walton Lake Water Treatment Plant

16.041 million gallons
517,451 gallons/day average

Water Quality Monitoring

Monitoring has been completed and reports have been submitted to the State Water Resources Control Board.

- ✓ The treatment plants are in compliance with all drinking water standards,
- ✓ Distribution system monitoring results showed all samples absent/negative of any bacteriological contamination and indicate adequate levels of disinfection through the system.

Stumpy Meadows Volume (Acre-FT) March 31, 2021 17,750

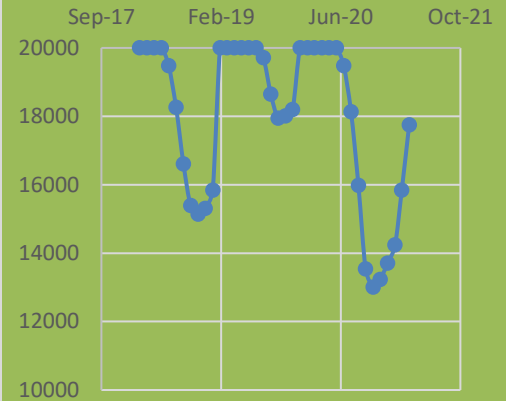
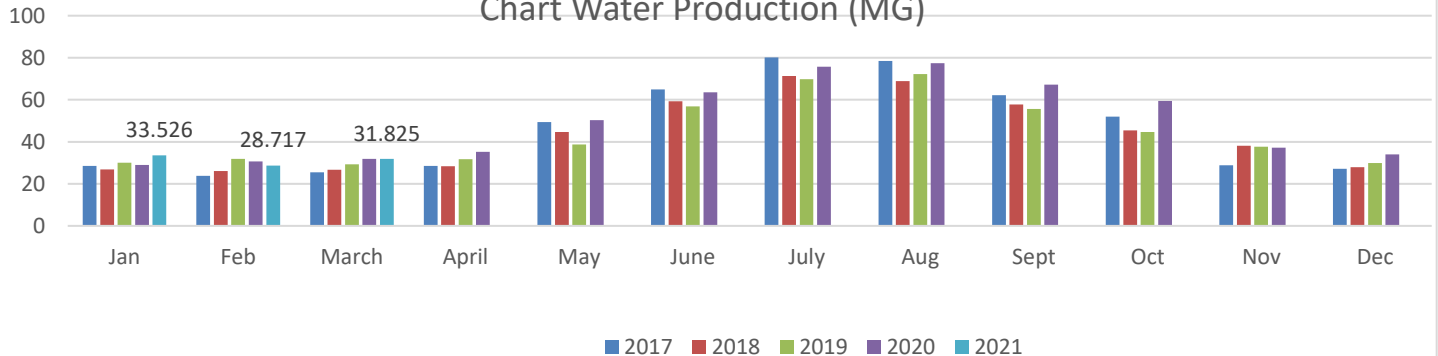


Chart Water Production (MG)



Summary of Field Work Activities

Operations Manager

Working with Coastland with the preparation of the request for bids for the demolition of the old ALT treatment plant.

Distribution Crew

- ✓ Repaired leaks: 3 leaks
- ✓ Repair/replace meters: 1 – included a main shut down in ALT
- ✓ Installed new service: 1 treated
- ✓ After Hours Callouts: 6
- ✓ Exercised 3 Valves
- ✓ Installed a new Pressure Reducing Valve on Lazy Brook Road
- ✓ Installed a new pump at Irish pump station

Maintenance Crew

- ✓ Sealed cracks in old gunite at the end of the Cherry Acers canal
- ✓ Installed a culvert for the ALT POA in the main canal which replaced an old bridge
- ✓ Replaced a wood flume below Greenwood Lake with pipe

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 7.D.

March 2021 Zone Report

GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Auburn Lake Trails Wastewater Management Zone Report for March 2021

Presented to the GDPUD Board of Directors

April 13, 2021

Zone activities are completed in accordance with California Regional Water Quality Control Board Central Valley Region, *Waste Discharge Requirements for Georgetown Divide Public Utility District Auburn Lake Trails On-Site Wastewater Disposal Zone* Order No. R5-2002-0031.

- **Community Disposal System (CDS) Lots - 137**
- **Individual Wastewater Disposal System Lots - 894**

Field Activities

- ✓ Routine Inspections: 123
- ✓ Property Transfer Processing: 5 Initial
12e Follow Up
20a Follow Up
- ✓ New Inspection
 - Plan Review
- ✓ Weekly CDS Operational 5
 - New Wastewater System 0
 - New CDS Tank 0
 - New Pump Tank 1(1912)

Reporting

The monthly Sanitary Sewer Overflow (SSO) – *No Spill Certification* was submitted electronically to California Integrated Water Quality System (CIWQS) on April 1, 2021

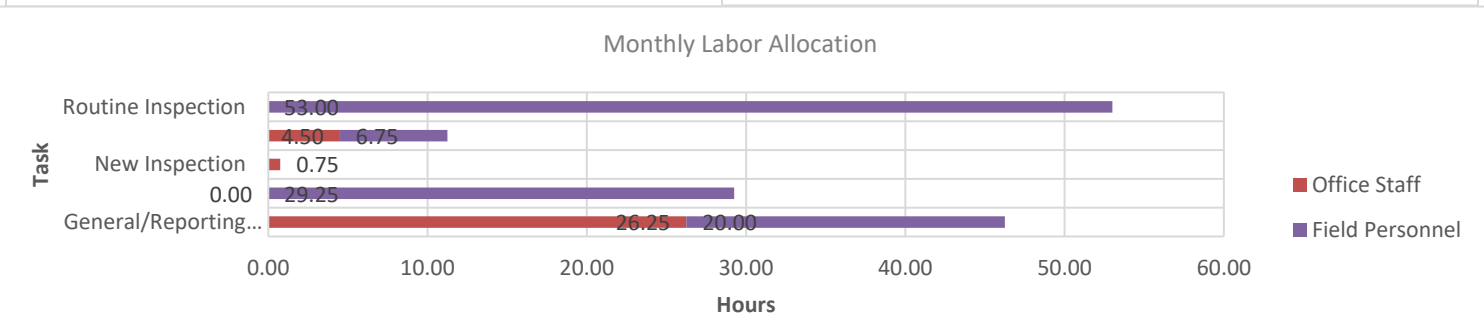
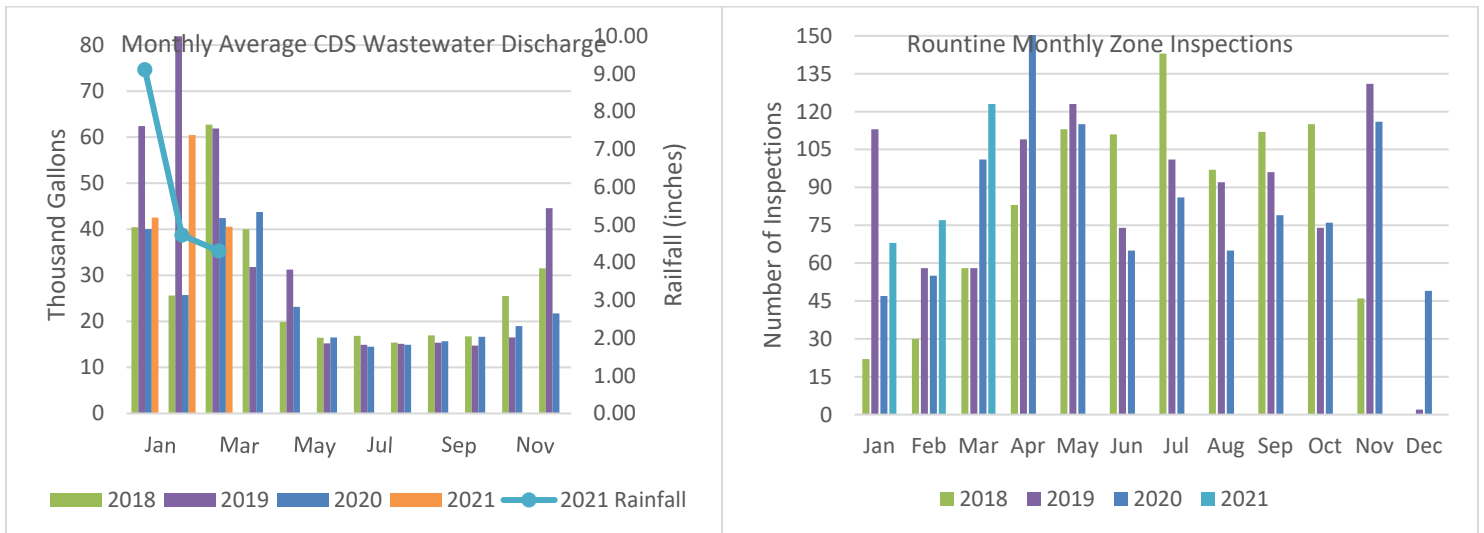
Collected quarterly monitoring well samples. Delivered weekly treated water samples. Assisted in Walton Lake Treatment Plant filter inspections.

CDS – Wastewater Discharge

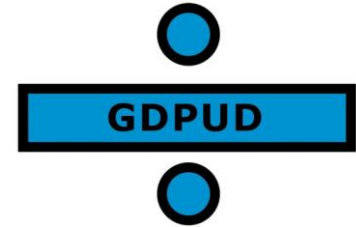
1,257,400 gallons / 40,561 gallon/day average

Rainfall

4.30-inches



**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM 9.A.**



AGENDA SECTION: CONSENT CALENDAR

SUBJECT: DECLARATION OF PROJECTED WATER YEAR

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

Ordinance 2005-01 establishes rules and regulations for irrigation service in the Georgetown Divide Public Utility District. Section 3, Distribution of Water, states that the irrigation season shall generally be from May 1 through October 1 of each year. The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by majority vote.

DISCUSSION

At the time of this report, the Stumpy Meadows Reservoir has approximately 18,038 acre-feet of stored water, equating to being at 90% capacity. Currently, staff foresees no climactic conditions which would impact the ability of the District to deliver irrigation water. Therefore, Staff is projecting a normal five-month irrigation season.

An evaluation of total inflow into Stumpy Meadows, for the remaining of the water year¹, was completed utilizing the Districts' forecasting tool. Based on the storage level of 18,038 acre-feet (ac-ft) measured on April 6, 2021, total inflow into Stumpy Meadows is projected to be between 2,003 ac-ft (95% exceedance) to 5,576 ac-ft (10% exceedance), with a forecasted 50% exceedance of 2,926 ac-ft by September 30, 2021. Based on projected demand and utilizing the most conservative projection scenario, the District can anticipate a Stumpy Meadows capacity of 10,429 acre-feet at the end of the 2020/2021 water year. Our forecasting tool output charts are included in Attachment 2.

On March 22, 2021, the State Water Resources Control Board (SWRCB) issued a notice entitled *Ongoing Dry Conditions in Most California Watershed – Prepare for Drought Impacts Statewide*. However, based on the District's current conditions and supply and demand projections, staff proposes the standard five-month irrigation season. Any drought related information issued by the SWRCB will be posted on the District's website and projections will be monitored closely to ensure there is sufficient water supply for 2021/2022 water year.

¹ Water Year – October through September

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors declare a normal irrigation season to be from May 1 through October 1, 2021.

ATTACHMENTS

1. Resolution 2021-XX
2. Forecast Charts

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.A.

Attachment 1 – Resolution 2021-XX

Projected Water Year

RESOLUTION NO. 2021-XX
OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
DECLARING THE 2021 PROJECTED WATER YEAR

WHEREAS, Ordinance 2005-01, establishes rules and regulations for irrigation service in the Georgetown Divide Public Utility District, and Section 3, Distribution of Water, states that the irrigation season shall generally be from May 1 through October 1 of each year; and

WHEREAS, The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by majority vote; and

WHEREAS, Stumpy Meadows Reservoir is 90% full, and Staff sees no climactic conditions which would impact the ability of the District to deliver irrigation water; and

WHEREAS, Staff is projecting a normal five-month season.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT 2021 will be a normal water year.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the thirteenth day of April 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this thirteenth day of April 2021.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

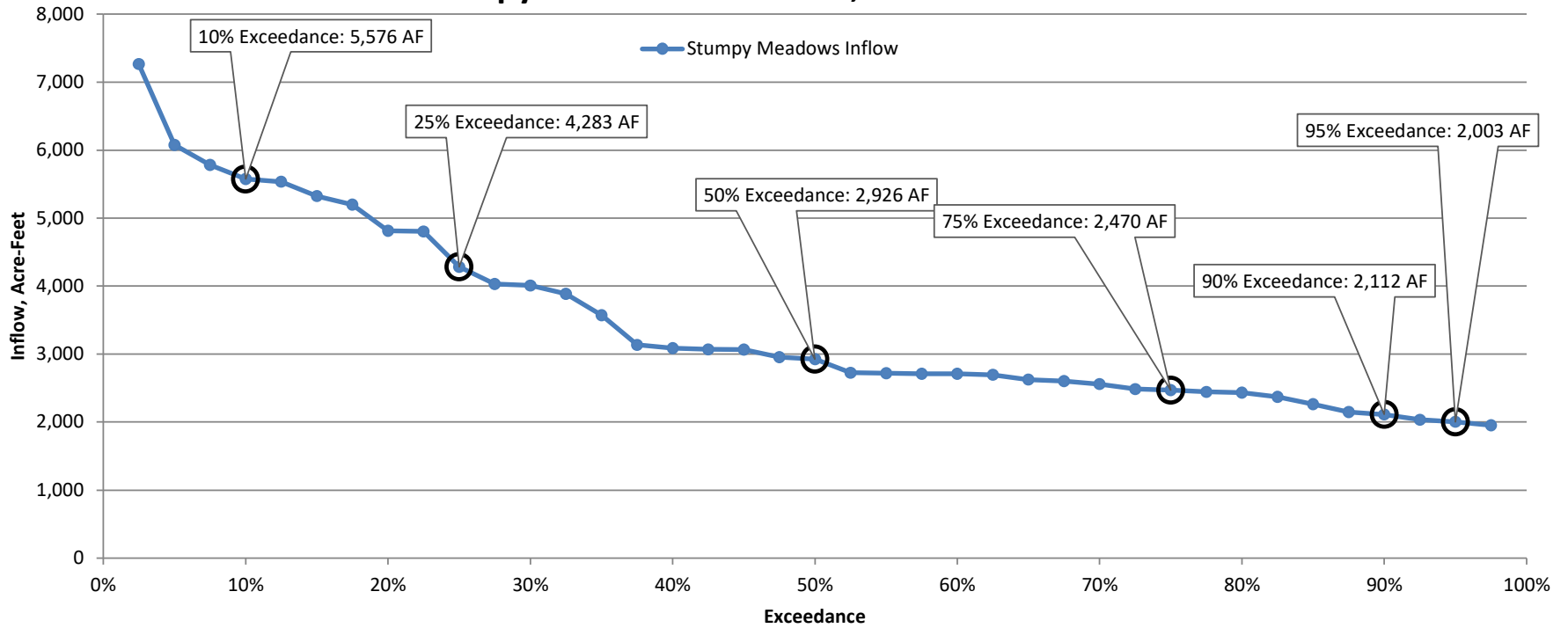
GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.A.

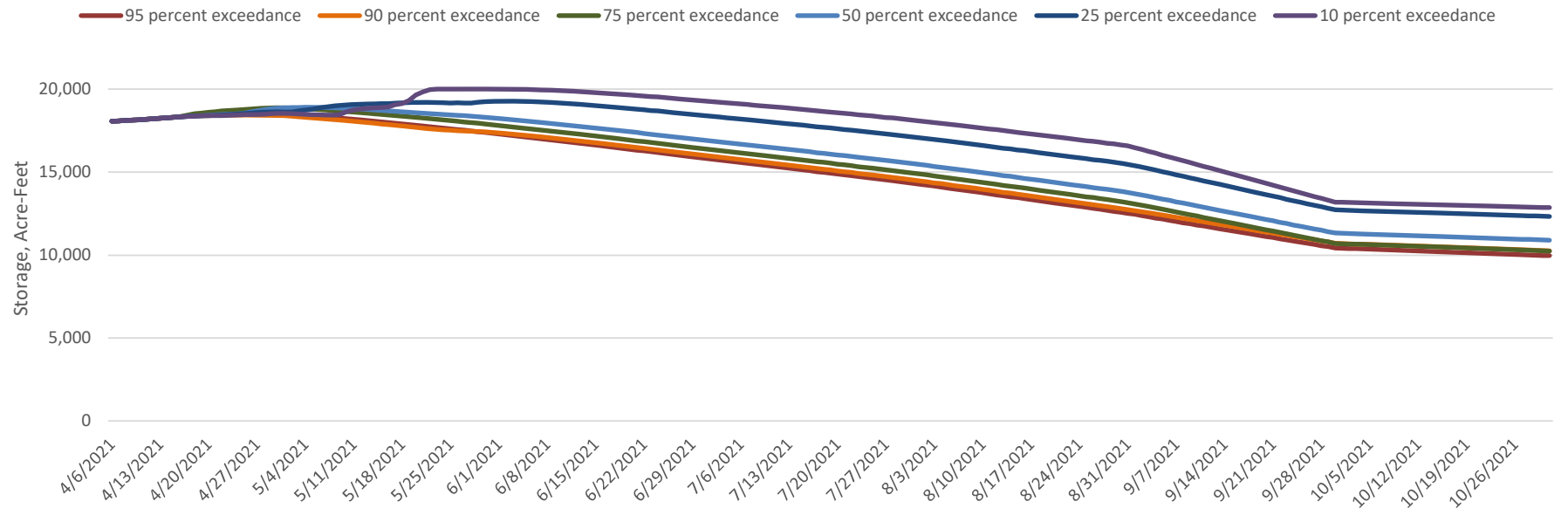
Attachment 2

Forecast Charts

Total Inflow to Stumpy Meadows Reservoir, Remainder of Water Year

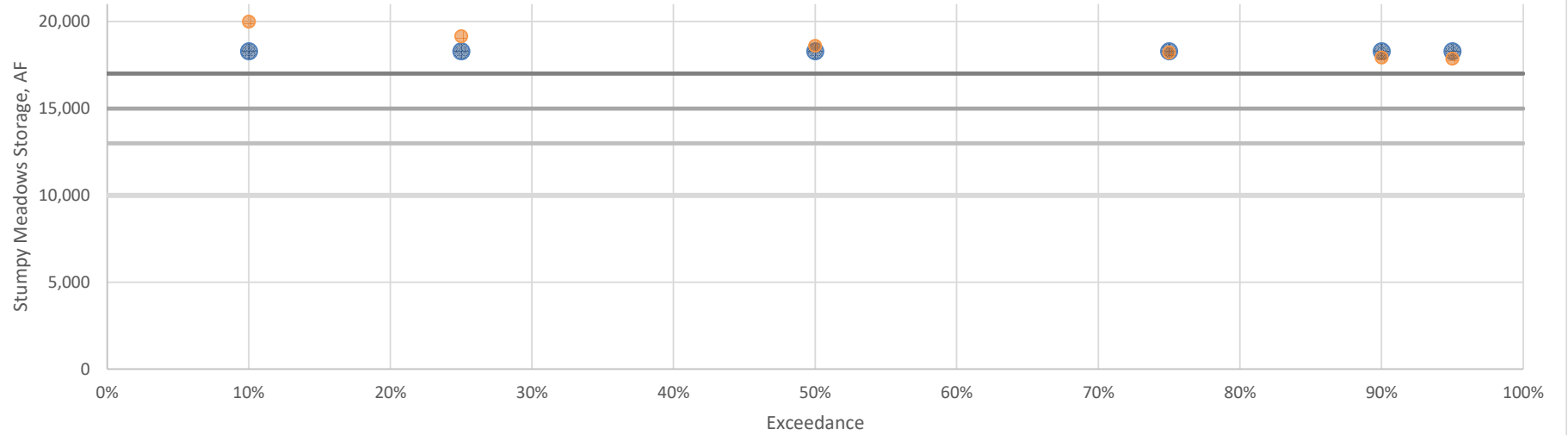


Stumpy Meadows Reservoir Storage



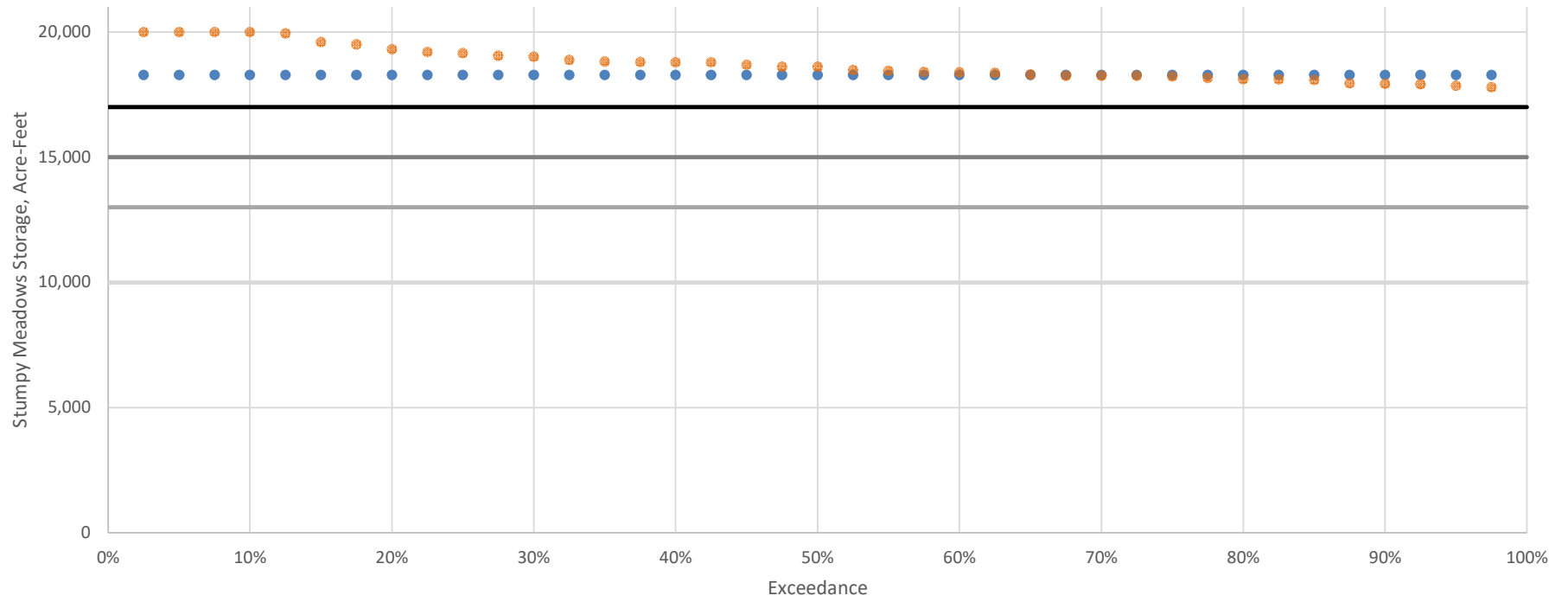
Delivery Capability

● April 15th Storage ● May 15th Storage — 15% supply Reduction — 25% Supply Reduction — 35% Supply Reduction — 50% Supply Reduction

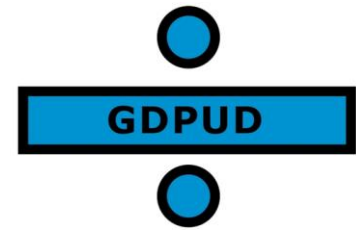


Delivery Capability

● Apr 15th Storage ● May 15th Storage — 15% supply Reduction — 25% Supply Reduction — 35% Supply Reduction — 50% Supply Reduction



**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM NO. 9.B.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: CONSIDERATION OF IRRIGATION APPLICATIONS FOR 2021

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

Ordinance 2005-01, an Ordinance Establishing Rules and Regulations for Irrigation Service in the Georgetown Divide Public Utility District (District), dictates the method of approving the irrigation applications received by the District (See Attachment 1). The irrigation application process is part of an annual process by which existing irrigation service accounts are renewed or modified with the District, and new applications are considered for service on routes where additional irrigation service is available.

Applications are accepted every year between January 1 and March 1 for that calendar year's irrigation season. Ordinance 2005-01 states that applications will be considered for approval using the following priority system:

- Priority 1 – Parcels that received irrigation service during the immediate past irrigation season.
- Priority 2 – Parcels with the most recent active irrigation service account during the previous ten (10) irrigation seasons.
- Priority 3 – Applications for new irrigation service.

DISCUSSION

Staff received and reviewed all irrigation requests in accordance with the priorities established in Ordinance 2005-01. A summary of the 2021 Irrigation Applications, by irrigation route, is included with this report as Attachment 2. The irrigation application summary presents staff recommendations for approval of applications the 2021 irrigation season.

In general, Staff is recommending that the Board approve Priority 1 applications for all routes including all requests for reduced demand and approve all Priority 2 and Priority 3 applications. The Ordinance limits the availability of irrigation water on all routes to that of the irrigation demand established in 2003. In all cases, the projected 2021 demand does not exceed the 2003 demand. The following table lists the 2003 demand, 2020 demand, and available demand for each irrigation route.

Route	2003 Demand (Miner's Inch)	2020 Demand (Miner's Inch)	2021 Demand (Miner's Inch)	Available (Miner's Inch)
080 – Upper-Lower	43.5	38.5	31.5	12
081 – Cool-Cherry Acres	45	40.5	40.5	4.5
082 – C-CA/Croft	19.5	17	16.5	3
083 – Cunningham	8	8	6.5	1.5
084 – Garden Valley	58.5	40.5	41.5	17
085 – GV/Greenwood	24	19	19	6
086 – Hocket Hollow	21	15	15	6
087 – Kelsey Ditch	84.5	81.5	82.5	2
088 – Kelsey Pipeline	7	6	6	1
089 – Main Ditch #1	66.5	65.5	66.5	0
090 – Main Ditch #2	113	64.5	60.5	52.5
091 – Pedro Hill Pipeline	8.5	6.5	6.5	2
092 – Pilot Hill Ditch	27	26	26	1
093 – Pilot Hill Pipeline	15.5	13	13.5	2
094 – Pilot Hill Estates	20	18.5	19.5	0.5
095 – Rattlesnake Bar	9.5	10.5	9.5	0
096 – Spanish Dry Diggins	29	29	29	0
097 – Taylor Mine	32	27	26	6
TOTALS	632	526.5	516	117

As shown in the table, the projected irrigation demand for 2021 is 10.5 miner inches less than the 2020 demand. This represents a 2% reduction in demand.

Irrigation water deliveries are planned to commence on May 1, 2021.

SERVICE APPEALS BY ROUTE

In the 2019 irrigation season, Staff began enforcing the policy that every active customer is required to submit an application for irrigation service by the March 1 deadline or risk losing their service and priority standing. The application period was from January 1 through March 1.

Typically, District staff maintain and regularly update checklist of active irrigation customers, detailing the status of active customers applications. Periodically, District staff reach out to active customers for which the District has yet to receive an application to remind those active customers to submit an application before the March 1st deadline.

For the 2021 season, irrigation applications were mailed out on December 31, 2020. The District included a reminder to customers that the installation of a backflow device on their

treated water service will be required before they can begin receiving irrigation water this season.

District staff followed up with an all-call telephone reminder on February 17, 2021 and made individual phone calls to customers from February 19th through February 26th, 2021.

A summary of the District's outreach to irrigation customers is as follows:

- **December 31, 2020:** Active and Inactive Applications mailed to customers
- **February 17, 2021:** Phone call broadcast "Irrigation Application Reminder 2021" sent to all remaining active customers who had not yet turned in application
- **February 19, 2021 through February 26, 2021:** Personal phone calls and door hangers went out to all customers the District was unable to get ahold of or leave a message during the all call.

Despite these efforts, the District received a number of irrigation service applications after the application deadline and has yet to receive an application from several other customers.. These customers are listed below.

Route 080

Active Customer 080/0080-Upper/Lower Conduit, requested to keep 1 miners inch, but application was submitted after the deadline of March 1st. Customer stated the application was lost in mail.

Route 083

Active Customer 083/0045-Cunningham Pipeline, District never received application from customer. Customer is at risk of losing 1/2 miners inch.

Active Customer 101/0105-Cunningham Pipeline, District never received application from customer. Customer is at risk of losing 1/2 miners inch.

Route 084

Active Customer 084/0055-Garden Valley Pipeline, requested to keep ½ miners inch, but application was submitted after the deadline of March 1st. Application was received in the mail with no explanation from the customer.

Active Customer 084/0145-Garden Valley Pipeline, District never received application from customer. Service revoked for nonpayment. Customer is at risk of losing 1/2 miners inch.

Active Customer 084/0175-Garden Valley Pipeline, requested to keep ½ miners inch, but application was submitted after the deadline of March 1st. Application was received in the mail with no explanation from the customer.

Route 087

Active Customer 087/0015-Kelsey Ditch, requested to keep 1 miners inch, but application was submitted after the deadline of March 1st. Application was received in the mail with no explanation from the customer.

Active Customer 087/0025-Kelsey Ditch, requested to keep 1 miners inch, but application was submitted after the deadline of March 1st. Application was received in the mail with no explanation from the customer.

Active Customer 087/0145-Kelsey Ditch, District never received application from customer. Customer is at risk of losing 1 miners inch.

Active Customer 087/0370-Kelsey Ditch, District never received application from customer. Customer is at risk of losing 1 miners inch.

Route 089

Active Customer 089/0030-Main Ditch #1, requested to keep 2 miners inches, but application was submitted after the deadline of March 1st. Customer sent an email on March 24th stating that the application was “mailed to the District office a few weeks ago just before March 1st”. Customer is at risk of losing 2 miners inches.

Route 090

Active Customer 090/0032-Main Ditch #2, District never received application from customer. Irrigation revoked due to non payment. Customer is at risk of losing 1 miners inch.

Active Customer 090/0185-Main Ditch #2, District never received application from customer. Irrigation revoked due to non payment. Customer is at risk of losing 1 miners inch.

Route 092

Active Customer 092/0085-Pilot Hill Ditch, District never received application from customer. Customer is at risk of losing 1 miners inch.

Route 093

Active Customer 093/0020-PH Pipeline, requested to keep 1/2 miners inch, but application was submitted after the deadline of March 1st. Customer is at risk of losing 1/2 miners inch.

Route 094

Active Customer 094/0030-PH Estates Pipeline, requested to keep 1 1/2 miners inch, but application was submitted after the deadline of March 1st. Application was received in the mail with no explanation from the customer. Customer is at risk of losing 1 1/2 miners inch.

Route 095

Active Customer 095/0045-Rattlesnake Bar Pipeline, District never received application from customer. Irrigation revoked due to non payment. Customer is at risk of losing 1 miners inch.

Route 097

Active Customer 097/0040-Taylor Mine Ditch, requested to keep 1 miners inch, but application was submitted after the deadline of March 1st. Application was received via email, customer said they sent it before March 1st but was lost in the mail. Customer is at risk of losing 1 miners inch.

Active Customer 097/0060-Taylor Mine Ditch, District never received application from customer. Irrigation revoked due to non payment. Customer is at risk of losing 1 miners inch.

Active Customer 097/0150-Taylor Mine Ditch, requested to keep 1 miners inch, but application was submitted after the deadline of March 1st. Customer was in a nursing home and did not received the application. Customer is at risk of losing 1 miners inch.

Cross-Connection Control Program

Ordinance 91-05, *An Ordinance of the Georgetown Divide Public Utility District Establishing Control of Cross-Connections*, dictates the policy in which backflow prevention devices are required between the customers irrigation system and the District treated water supply line for customers that receive both services. The backflow prevention devices must be tested and certified by a certified backflow tester annually, with a copy of the certification to be provided to the District.

To comply with State Water Boards requirements, the District enacted Ordinance 91-05 requiring irrigation customers to comply with the backflow preventor requirements beginning with the 2020 irrigation season. However, due to COVID-19 pandemic enforcement of this requirement was waived. Beginning May 1, 2021, customers that receive both treated and irrigation water will be required to install, test and certify a backflow prevention device on their treated water supply line. Customers not in compliance will not receive irrigation water until backflow requirements are met.

STAFF RECOMMENDATIONS

Staff recommends the Board approve water service for all active customers who submitted complete applications before the March 1st deadline and the few who did not. In addition, District staff recommend the Board approve all complete applications received after the March 1st deadline and listed above. These approvals are conditioned on each customer provided verification of the proper installation of a backflow prevention device (if necessary) as required by Ordinance 91-05.

FISCAL IMPACT

This action is necessary to begin delivering and billing for irrigation water and results in irrigation water revenue. This year projected revenue is \$397,836. Due to a 10.5 miner's inch (2%) reduction in demand, revenue is estimated to be \$1,617 a month less than last season. If the board approves Staff recommendations, the customers who didn't turn an application in on time will receive their water.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends the Board of Directors of the District adopt the attached Resolution approving 2021 Irrigation applications as listed in Attachment 2.

ALTERNATIVES

a) Request substantive changes to the Resolution for staff to implement; (b) Reject the Resolution.

ATTACHMENTS

1. Ordinance 2005-01
2. Summary of 2021 Irrigation Applications
3. Resolution 2021-XX

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.B.

Attachment 1 –

2005-01 Irrigation Ordinance

ORDINANCE 2005-01

AN ORDINANCE ESTABLISHING RULES AND REGULATIONS
FOR IRRIGATION SERVICE IN THE GEORGETOWN DIVIDE
PUBLIC UTILITY DISTRICT

BE IT ENACTED by the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT, County of El Dorado, State of California, as follows:

The rules and regulations for irrigation service within the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT ("District") are adopted by the Board of Directors of said District as hereinafter set forth.

SECTION 1. General Conditions:

(a) Control of System: District Works shall be under exclusive control and management of District personnel duly appointed by the Board of Directors.

(b) The District shall not be liable for interruption, shortage or insufficiency of irrigation water supply, or for any loss or damage occasioned thereby.

(c) The District shall not be liable for damage to person or property resulting directly or indirectly from privately owned conduits, meters or measuring devices.

(d) Irrigation water is used at the customer's own risk and the customer agrees to hold the District, its officers and employees free and harmless from liability and damages that may occur as the result of defective water quality, shortages, fluctuation in flow or pressure, interruptions in service or for failure to deliver water.

(e) Pumping of water by the customer is done at the customer's risk. The District assumes no liability for damage to pumping equipment or other damages as a result of turbulent water, shortages, excess of water or other causes.

(f) No purchaser of water from the District acquires a proprietary or vested right by reason of use. No purchaser acquires a right to resell water or to use for a purpose other than that for which it

was applied nor to use it on premises other than indicated on the application. The terms, conditions, priorities and allocation of irrigation service may be altered and amended by the Board of Directors. The District does not guarantee irrigation service customers the right to future service.

(g) The District expressly asserts the right to recapture, reuse and resell all waters originating from District Works.

(h) Ditchtenders and other agents of the District shall have access to all lands irrigated from its water system and to all conduits for the purpose of inspection, examination, measurements, surveys or other necessary purposes of the District with the right of installation, maintenance, control and regulation of all meters and other measuring devices, gates, turnouts and other structures necessary or proper for the measurement and distribution of water.

(i) No bridges, crossing, pipe or other structures shall be placed in or over a canal without written permission of the District. Maintenance of the canal crossings shall not be the District's responsibility but shall rest with the owner of the crossing. Where the owner fails to maintain the crossing, the District may perform the necessary repairs or removal at the expense of the owner. Notice of the District's intent will be given, if possible, to the owner prior to the work commencing.

(j) No rubbish, garbage, refuse, chemicals or animal matter from any source may be placed in or allowed to be emptied into any ditch, canal or reservoir of the District.

(k) District canals or reservoirs shall not be used for swimming or bathing.

(l) Livestock shall not be permitted to contaminate the water supply nor destroy or damage the canal system or use thereof. Property owners are liable for any damage due to livestock.

(m) No conveyance system shall cause a cross connection with the District's water system with any other source of water.

(n) No buildings, corrals or other structures, fences, trees, lines or bushes shall be permitted upon rights-of-way or use thereof be made in any way except by written authority of the District. Construction of

fences and/or gates is not permitted without written approval of the specifications by the General Manager.

(o) Violation of Rules and Regulations: Failure to comply with rules and regulations of the District shall be sufficient cause for terminating irrigation service as determined by the Board of Directors.

(p) Any person dissatisfied with any determination of the District management shall have the right to appeal to the Board of Directors.

(q) Amendments: The Board of Directors of the District may at their discretion alter, amend or add to these rules and regulations. The Board of Directors will follow applicable laws during this process.

SECTION 2. Application for an Irrigation Service Account:

(a) No irrigation service will be rendered until a complete application for an Irrigation Service Account has been approved and is on file at the office of the District. Applications will be accepted between January 1st and March 1st for the impending irrigation season. The application for service shall state that the customer agrees to abide by the terms and conditions for service as established in the Irrigation Ordinance.

(b) Applications will be approved where the District Works have sufficient capacity to meet service requested. Applications will be considered for approval utilizing the following priority system:

- Priority 1. Applications for Irrigation Service to parcels that received irrigation service during the immediate past irrigation season.
- Priority 2. Applications for Irrigation Service to parcels with the most recent active Irrigation Service Account during the previous ten (10) irrigation seasons
- Priority 3. New applications for irrigation service to parcels that have been made after the 2003 irrigation season with priority established by the earliest season applied for. Applications and priority are specific to the section of ditch the parcel is located near.

Competing applications within the same priority level, will be determined by public lottery.

(c) Applications for an increase to service will receive Priority 3 status for the requested increase.

(d) Applications must in all cases be signed by the holder of title to the property requesting irrigation service. If the property requesting irrigation service is leased, two months of charges must be paid in advance. The landowner of leased property shall be responsible for all charges or assessments.

(e) Applications for an Irrigation Service Account to benefit a parcel of land that is not adjacent to the District Works must be accompanied by a legally recorded easement that allows the conveyance of water to the parcel requesting irrigation service. The easement shall grant the District the right of ingress and egress for inspection, installation and maintenance purposes.

(f) New applications for Out-of-District Irrigation Service Accounts will not be approved by the Board of Directors. An existing Out-of-District Irrigation Service Account that is inactive for two or more years will be deleted from the District's accounts and the service will be permanently removed.

SECTION 3. Distribution of Water:

(a) The irrigation season shall generally be from May 1 through October 1 of each year. The Board of Directors shall consider changes to the irrigation season to respond to climactic conditions and may implement such changes by a majority vote.

(b) The District does not guarantee irrigation water under pressure from the District Works. Pressure requirements of the customer are the sole responsibility of the customer and the District shall not be liable for any damage to equipment used to provide pressure to the customer.

(c) Water is distributed under continuous flow. Water must be used continuously during all days and nights including holidays and Sundays and no allowances shall be made for failure to use water when it is made available. Failure to use water on schedule shall not entitle the customer to any rebate.

(d) Irrigation service is provided for the entire irrigation season. Customers shall pay for irrigation service for the entire irrigation season regardless of their interest or ability to use water.

(e) When interruptions to irrigation service due to failure of the District Works extend beyond five (5) days, proportionate adjustments for such water loss will be made.

(f) Irrigation customers shall pay a proportionate amount for irrigation service when the irrigation season is extended or shortened by the Board of Directors.

(g) Unauthorized connections or the taking of water in an amount greater than applied and paid for, by any means, is a misdemeanor under California Penal Code Section 498 and shall be subject to criminal prosecution under Section 498 and any other applicable laws. In addition, the District may bring a civil action for damages and may refuse future service to the parcel.

(h) Irrigation customers shall prevent any unnecessary or wasteful use of water. Should a customer permit wasteful use of water, the District may discontinue service if such condition is not corrected within five (5) days after giving the parcel owner written notice of intention to terminate service.

(i) No more than one parcel shall be served through each Irrigation Service Account except with the prior written approval of the Board of Directors. Any such approval shall be recorded against each parcel with the caveat that the agreement expires upon any change of ownership. Each Irrigation Service Account shall have independent service lines and sumps.

(j) The minimum irrigation service for each Irrigation Service Account shall be one miner's inch, from the open ditch system, and one-half miner's inch from the irrigation pipeline system. In the future, the District may consider reducing the minimum irrigation service to one-half miner's inch from the open ditch system and one-quarter miner's inch from the irrigation pipeline system.

(k) All pumped services shall utilize a sump provided by the customer and acceptable to the District.

(l) All Irrigation Service Accounts must have an appropriate measuring device which shall be installed by the District. The customer shall pay the cost thereof including costs of installation. The District shall approve the location of the measuring device.

(m) Customers receiving irrigation service who request a change in flow rate during the season shall be charged a fee set by the Board of Directors for the adjustment.

(n) Replacement of measuring devices shall be at the expense of the customer if the replacement is necessary due to abnormal wear or abuse.

(o) Alternate Boxes -The Board of Directors shall not approve any new applications for Alternate Boxes.

(p) Unusual costs incurred by the District to provide irrigation service shall be paid in full by the applicant or customer. An estimate of the expense shall be approved by the property owner prior to work commencing.

SECTION 4. Charges, Rates and Billings:

(a) The District will maintain a uniform rate schedule which may be changed from time to time upon action of the Board of Directors. The rate schedule, by reference, is attached hereto and made a part of these rules and regulations.

(b) Irrigation billings are made bi-monthly (every two months) in advance.

(c) All penalties shall be charged as outlined on the billings

(d) Disconnected irrigation service accounts shall pay a fee to re-establish service

(e) Irrigation service accounts requesting verification of flow will pay a fee if the delivered flow is within 10% of the contracted amount

SECTION 5. REPEAL

(a) Upon the effective date of this Ordinance 2005-__ all previously adopted Ordinances pertinent to the Rules and Regulations for

Irrigation Service will be superceded and repealed, including, but not limited to, Ordinance 79-2, 79-8, 87-1, and 04-01.

PASSED AND ADOPTED at a regularly held meeting of the Board of Directors of the GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT this tenth day of May, 2005.

AYES: Bob Diekon, Norman Krizl, Doug Pickell, JoAnn Shepherd and Hy Vitcov

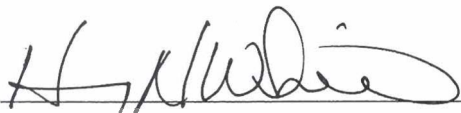
NOES: None

ABSENT: None



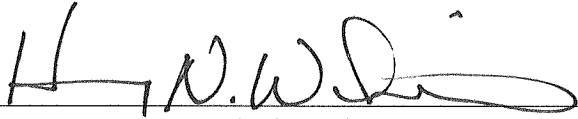
Bob Diekon, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:



Henry N. White, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

I hereby certify that the foregoing is a full, true, and correct copy of Ordinance 2005-01 duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, El Dorado County, California, at a meeting duly held on the tenth day of May, 2005.

A handwritten signature in black ink, appearing to read "H.N. White", written over a horizontal line.

Henry N. White, Clerk and ex officio Secretary of the
Georgetown Divide Public Utility District

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.B.

Attachment 2 –

Annual Irrigation Summary

2021 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2020 Active Accounts	2020 Demand MI	Requested Changes and Priority	2021 Demand MI	Staff Recommendation
Route 080: Upper-Lower Conduit						
Priority 1 (P1)	43.5	28	38.5		31.5	Approve all P1 requests at 2003 flow.
Service Change Requests:						
080/0107				+1" (P2)		Approve AB request to increase from 0 to 1". Activate account. (first applied 2020)
080/0125				-0.8" (P1)		Approve request to reduce from 8" to 0"
Route 081: Cool-Cherry Acres Ditch						
Priority 1 (P1)	45	25	40.5		40.5	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					
Route 082: C-CA / Croft Pipeline---Ext. #144						
Priority 1 (P1)	19.5	11	17		16.5	Approve all P1 requests at 2003 flow.
Service Change Requests:						
082/0040				-0.5" (P1)		Approve request to reduce from 0.5" to 0"
Route 083: Cunningham Pipeline						
Priority 1 (P1)	8	9	8		6.5	Approve all P1 requests at 2003 flow.
Service Change Requests:						
083/0045				-0.5" (P1)		Did not apply 2021
101/0105				-0.5" (P1)		Did not apply 2021
Route 084: Garden Valley Pipeline						
Priority 1 (P1)	58.5	29	40.5		41.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
084/0080				+0.5" (P2)		Approve AB request to increase from 0" to 0.5" (first applied in 2021)
084/0140				+0.5" (P2)		Approve AB request to increase from 0" to 0.5" (first applied in 2021)
084/0145				-0.5" (P1)		Did not apply 2021
084/0180				+0.5" (P3)		Approve request to increase from 0.5" to 1" (first applied in (2021)
Route 085: G.V. / Greenwood Road Pipeline						
Priority 1 (P1)	24	23	19		19	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					
Route 086: Hocket Hollow Pipeline---Ext. #179						
Priority 1 (P1)	21	15	15		15	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					

2021 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2020 Active Accounts	2020 Demand MI	Requested Changes and Priority	2021 Demand MI	Staff Recommendation
Route 087: Kelsey Ditch						
Priority 1 (P1)	84.5	58	81.5		82.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
087/0315				+2" (P2)		Approve AB request to increase from 0" to 2"
				+1" (P3)		Approve APN 060-351-029 application for new service (first applied 2021)
087/0145				-1" (P1)		Did not apply in 2021
087/0370				-1" (P1)		Did not apply in 2021
Route 088: Kelsey Pipeline						
Priority 1 (P1)	7	7	6.0		6.0	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					
Route 089: Main Ditch #1						
Priority 1 (P1)	66.5	30	65.5		66.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
089/0025				+1" (P2)		Approve AB request to increase from 0" to 1". Activate account. (Last active 2019)
Route 090: Main Ditch #2						
Priority 1 (P1)	113	47	64.5		60.5	Approve all P1 requests at 2003 flow.
Service Change Requests :						
090/0032				-1" (P1)		Did not apply in 2021-Irrigation revoked
090/0050				-1" (P3)		Approve request to decrease from 2" to 1"
090/0295				-1" (P1)		Approve request. Irrigation service revoked
090/0185				-1" (P1)		Did not apply in 2021-Irrigation revoked
Route 091: Pedro Hill Pipeline						
Priority 1 (P1)	8.5	7	6.5		6.5	Approve all P1 requests at 2003 flow.
Service Change Requests :	None					

2021 IRRIGATION SEASON REQUEST SUMMARY

Routes	2003 Demand MI	2020 Active Accounts	2020 Demand MI	Requested Changes and Priority	2021 Demand MI	Staff Recommendation
Route 092: Pilot Hill Ditch						
Priority 1 (P1)	27	16	26		26	Approve all P1 requests at 2003 flow.
Service Change Requests :				+1" (P3)		Approve APN 071-051-57 application for new service. (first applied 2019)
092/0085				-1" (P1)		Did not apply in 2021
Route 093: Pilot Hill Pipeline						
Priority 1 (P1)	15.5	16	13		13.5	Approve all P1 requests at 2003 flow.
Service Change Requests :				+0.5"(P2)		Approve AB request to increase from 0" to 0.5". Activate account. (first applied 2021)
093/0035						
Route 094: Pilot Hill Estates Pipeline--Max 1 1/2"						
Priority 1 (P1)	20	15	18.5		19.5	Approve all P1 requests at 2003 flow.
Service Change Requests :				+1" (P3)		Approve request to increase from 0.5" to 1.5".
094/0015						
095: Rattlesnake Bar Rd. Pipelines						
Priority 1 (P1)	9.5	10	10.5		9.5	Approve all P1 requests at 2003 flow.
Service Change Requests :				-1"(P1)		Approve request. Irrigation service revoked.
095/0045						
096: Spanish Dry Diggins Ditch						
Priority 1 (P1)	29	15	29		29	Approve all P1 requests at 2003 flow.
Service Change Requests :				+1" (P3)		Deny AB request. Results in increased flow. (first applied 2021)
096/0040						
097: Taylor Mine Ditch						
Priority 1 (P1)	32	24	27		26	Approve all P1 requests at 2003 flow.
Service Change Requests :				-1"(P1)		Approve request. Irrigation service revoked.
097/0060						
TOTALS	632.0	385	526.5		516.0	
Water is available in the following routes prior to the start of the 2021 season:						
		Route 80	12	Route 88	1	
		Route 81	4.5	Route 90	52.5	
		Route 82	3	Route 91	2	
		Route 83	1.5	Route 92	1	
		Route 84	17	Route 93	2	
		Route 85	5	Route 94	0.5	
		Route 86	6	Route 97	6	
		Route 87	2			

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.B.

Attachment 3 – Resolution 2021-XX

Irrigation Applications

RESOLUTION NO. 2021-XX

**OF THE BOARD OF DIRECTORS
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING IRRIGATION APPLICATIONS FOR
THE 2021 IRRIGATION SEASON**

WHEREAS, Ordinance 2005-01, An Ordinance Establishing Rules and Regulations for Irrigation Service in the Georgetown Divide Public Utility District, dictates the method of approving the irrigation applications received by the District; and

WHEREAS, the Irrigation Applications are part of an annual process by which existing irrigation service accounts renew or modify their contracts with the Georgetown Divide Public Utility District, and new applications are considered for service on routes where available; and

WHEREAS, applications are accepted every year between January 1 and March 1 for that calendar year's irrigation season; and

WHEREAS, Ordinance 2005-01 states that applications will be considered for approval using the following priority system:

- Priority 1 – Parcels that received irrigation service during the immediately past irrigation season
- Priority 2 – Parcels with most recent active irrigation service during the previous ten (10) irrigation seasons
- Priority 3 – Applications for new irrigation service;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT**

1. All applications to reduce a contracted amount that are consistent with Ordinance 2005-01 are approved. This action results in flows reduced from the 2003 Safe and Reliable Demand threshold, established by the Board.
2. The Board further approves all Priority 1 (P1) irrigation service accounts. This will assure that the flow in an established route will not exceed the Board established safe and reliable maximum flow.
3. The Board denies all Priority 2 (P2) and all Priority 3 (P3) requests that result in an increased flow for a specific route or are inconsistent with GDPUD Ordinance 2005-01.
4. These actions are summarized in the attached table.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the thirteenth day of April 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

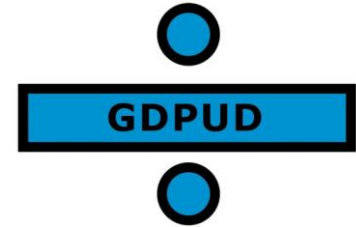
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this thirteenth day of April 2021.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF APRIL 13, 2021
AGENDA ITEM 9.C.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: REESTABLISHMENT OF THE FINANCE COMMITTEE TO PROVIDE FOR ITS PARTICIPATION IN THE 2021-22 BUDGET REVIEW PROCESS

PREPARED BY: Jeff Nelson, PE, Interim General Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

The Georgetown Divide Public Utility District Board of Directors previously memorialize the membership, duties, responsibilities, and other matters pertaining to the Finance Committee in Resolution 2017-05. On March 13, 2018, the Board adopted Resolution 2018-14 to modify the roles and responsibilities of the Finance Committee.

DISCUSSION

The Board created an ad hoc Finance Policy Committee to review and redefine the roles and responsibilities of the Finance Committee in a formal Policy for inclusion in the District Policy Manual, approved by the Board.

The FY 2021-22 public Budget review process will begin with a Budget Workshop at the May 13, 2021 Regular Meeting of the Board.

The Finance Committee has assisted the Board in the past in the review of the District's finances and the Board of Director's wishes of the Finance Committee to participate in this upcoming budget review process.

FISCAL IMPACT

There is no fiscal impact.

CEQA ASSESSMENT

This is not a CEQA project.

RECOMMENDED ACTION

Staff recommends that the Board of Directors adopt Resolution 2021-XX reestablishing the Finance Committee.

ATTACHMENTS

1. Resolution 2021-XX

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.C.

Attachment 1 – Resolution 2021-XX

*Reestablishment of the Finance
Committee*

**RESOLUTION NO. 2021-XX
OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
REESTABLISHING THE FINANCE COMMITTEE TO PROVIDE
FOR ITS PARTICIPATION IN THE 2021-2022 BUDGET PROCESS
AND ESTABLISHING A PROCESS AND TIMEFRAME FOR REDEFINING
THE ROLES AND RESPONSIBILITIES OF THE FINANCE COMMITTEE**

WHEREAS, the Georgetown Divide Public Utility District (“District”) Board of Directors (“Board”) previously memorialized the membership, duties, responsibilities, and other matters pertaining to the Finance Committee through Resolution 2017-25;

WHEREAS, the Board adopted Resolution 2018-14 on March 13, 2018 to rescind and replace Resolution 2017-25 to modify the role and responsibilities of the Finance Committee;

WHEREAS, the Board of Directors created an ad hoc Finance Policy Committee to review and redefine the roles and responsibilities of the Finance Committee in a formal Policy for inclusion in the District Policy Manual, as approved by the Board of Directors;

WHEREAS, the Fiscal Year (FY) 2021-22 public Budget review process will begin with a Budget Workshop at the May 13, 2021 Regular Meeting of the Board of Directors;

WHEREAS, the Finance Committee has assisted the Board in the past in the review of the District’s finances and has presented recommendations to the to the Board related to the District’s finances and budgeting; and

WHEREAS, the Board finds it to be in the best interest of the public to reestablish the Finance Committee to allow for the Committee’s participation in the FY 2021-22 Budget review process.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS THAT THE FINANCE COMMITTEE IS REESTABLISHED AS FOLLOWS:

SECTION 1: The Finance Committee ("Committee") shall be reestablished to participate in the FY 2021-22 budget review process, with the following parameters:

1. **Membership: Quorum.** The Committee shall be composed of two (2) Board members and no fewer than three (3) and no more than seven (7) public representatives. A quorum shall consist of a simple majority of the total number of members of the Committee.
2. **Designation of Committee Members.** Due to the immediacy of reestablishing the Finance Committee, the Board will reinstate the former Finance Committee Members: Steve Miller, Don Waltz, and Ken Pauley.
3. **Role of the Committee.** The primary role of the Finance Committee is to participate in the FY 2021-22 Budget review process.

4. **Meetings.** The Committee shall meet as often as necessary during the Budget review and adoption period (April to June 30, 2021) as requested by the Board.

SECTION 3. The ad hoc Finance Committee Policy Committee shall continue to review and redefine the roles and responsibilities of the Finance Committee for presentation of recommendations to the Board no later than the July regular Board meeting.

This Resolution shall take effect immediately upon adoption. This Resolution shall remain in full force and effect until rescinded by a subsequent Resolution of the Board of Directors.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utilities District at a meeting of said Board held on the 13th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President
Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

ATTEST:

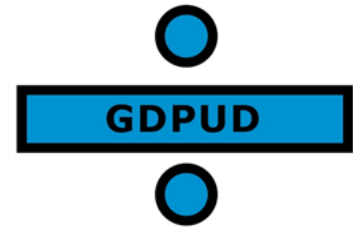
Jeff Nelson, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on the 13th day of April 13, 2021.

Jeff Nelson, Clerk and ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 13, 2021
AGENDA ITEM NO. 9.D.



AGENDA SECTION: NEW BUSINESS

SUBJECT: ADOPT A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF A NEW GENERATOR AND AUTOMATIC TRANSFER SWITCH AT THE WALTON LAKE WATER TREATMENT PLANT

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, General Manager

BACKGROUND The District currently utilizes a 1990 Kohler Generator at the Walton Lake Water Treatment Plant facility. The generator's configuration is 100 KW; 125KVA; 150 amp; and 277-480 3 Phase. This Generator is used to power the treatment plant during emergency power outages. The Generator has reached the end of its serviceable life and needs replacement.

The recent increase in Public Safety Power Shutoff (PSPS) events has put more demand on the back-up generator during the summer when water demand is high. To meet this higher demand, the treatment plant needs to use more pumps at one time. The current generator is also undersized for the treatment plant. We also have had problems with the current generator producing clean and stable power switch impacts the performance of our variable frequency drives that drive the pumps. The proposed new generator is large enough to meet the treatment plant power summer demands and will produce cleaner power to make the operation of our pumps more efficient.

DISCUSSION

Staff used Sourcewell (National Joint Powers Alliance), a cooperative purchasing agent for government and public agencies. Cooperative purchasing is "Procurement conducted by, or on behalf of, one or more Public Procurement Units" as defined by the American Bar Association Model Procurement Code for the State and Local Governments. Sourcewell's analysts streamline the procurement process by developing RFP's and IFB's for national, competitive solicitations that meet or exceed local requirements. See Acceptance and award by CAT (Caterpillar) as attachment 1. See RFP as attachment 2 and CAT's proposal/contract as attachment 3.

The total costs for the new generator, automatic transfer switch and installation is \$124,111.00. The District received a grant from CAL OES for \$119,514.00. The District will pay the remaining \$4,597.00 out of the \$80,000 included in the FY 2020/21 budget for

the generator. According to the District's Procurement Policy and Procedures, purchases over \$45,000 require Board authorization.

FISCAL IMPACT

This purchase is included in the Fiscal Year 2020-2021 Operating Budget and a budget adjustment is not required.

CEQA ASSESSMENT

This action is not a CEQA project.

RECOMMENDED ACTION

Adopt Resolution 2021-XX (Attachment 4) approving the purchase of one replacement CAT back-up generator for the Walton Treatment Plant for a total not to exceed amount of \$130,000.00 (this includes a \$5,889.00 contingency).

ATTACHMENTS

1. CAT acceptance and award
2. RFP
3. Proposal/contract
4. Resolution 2021-XX Approving the Purchase of a 150KW Diesel powered Generator Set

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.D.

Attachment 1

Acceptance and Award – CAT 120617

FORM E
CONTRACT ACCEPTANCE AND AWARD



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

NJPA Contract #: 120617-CAT

Proposer's full legal name: Caterpillar Inc.

Based on NJPA'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 of the terms and conditions set forth in this RFP, in any amendments to this RFP, and in any exceptions that are accepted by NJPA.

The effective date of the Contract will be January 29, 2018 and will expire on January 29, 2022 (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 NJPA Chief Procurement Officer awards the Contract). This Contract may be extended for a fifth year at NJPA's discretion.

NJPA Authorized Signatures:



NJPA DIRECTOR OF COOPERATIVE CONTRACTS
AND PROCUREMENT/CPO SIGNATURE

Jeremy Schwartz
(NAME PRINTED OR TYPED)



NJPA EXECUTIVE DIRECTOR/CEO SIGNATURE

Chad Coauette
(NAME PRINTED OR TYPED)

Awarded on January 25, 2018

NJPA Contract # 120617-CAT

Vendor Authorized Signatures:

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

Vendor Name Caterpillar Inc.

Authorized Signatory's Title General Manager - IPSD Power Generation



VENDOR AUTHORIZED SIGNATURE

Bart Myers
(NAME PRINTED OR TYPED)

Executed on January 26, 2018

NJPA Contract # 120617-CAT

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.D.

Attachment 2

GDPUD Electric Generator RFP



National Joint Powers Alliance®

REQUEST FOR PROPOSAL

for the procurement of

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

RFP Opening

[DECEMBER 7, 2017 |

8:30 a.m. Central Time

At the offices of the

National Joint Powers Alliance®

202 12th Street Northeast, Staples, MN 56479

RFP #120617

The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal government, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution for the procurement of #120617 ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES. Details of this RFP are available beginning October 19, 2017. Details may be obtained by letter of request to Chris Robinson, NJPA, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479, or by e-mail at RFP@njpacoop.org. Proposals will be received until December 6, 2017 at 4:30 p.m. Central Time at the above address and opened December 7, 2017 at 8:30 a.m. Central Time.

RFP Timeline

- | | |
|------------------------------------|---|
| October 19, 2017 | Publication of RFP in the print and online version of <i>USA Today</i>, in the print and online version of the <i>Salt Lake News</i> within the State of Utah, in the print and online version of the <i>Daily Journal of Commerce</i> within the State of Oregon (note: OR entities this pertains to: http://www.njpacoop.org/oregon-advertising and also RFP Appendix B), in the print and online version of <i>The State</i> within the State of South Carolina, the NJPA website, MERX, Noticetobidders.com, PublicPurchase.com, Biddingo, and Onvia. |
| November 16, 2017
10:00 a.m. CT | Pre-Proposal Conference (the webcast/conference call). The connection information will be sent to all inquirers two business days before the conference. |
| November 29, 2017 | Deadline for RFP questions. |
| December 6, 2017
4:30 p.m. CT | Deadline for Submission of Proposals. Late responses will be returned unopened. |
| December 7, 2017
8:30 a.m. CT | Public Opening of Proposals. |

Direct questions regarding this RFP to: Chris Robinson at chris.robinson@njpacoop.org or (218) 895-4168.

TABLE OF CONTENTS

1. **DEFINITIONS**
 - A. Contract
 - B. Proposer
 - C. Sourced Good of Open Market Item
 - D. Vendor
2. **ADVERTISEMENT OF RFP**
3. **INTRODUCTION**
 - A. About NJPA
 - B. Joint Exercise of Powers Laws
 - C. Why Respond to a National Cooperative Procurement Contract
 - D. The Intent of This RFP
 - E. Scope of This RFP
 - F. Expectations for Equipment/Products and Services Being Proposed
 - G. Solutions Based Solicitation
4. **INSTRUCTIONS FOR PREPARING YOUR PROPOSAL**
 - A. Inquiry Period
 - B. Pre-Proposal Conference
 - C. Identification of Key Personnel
 - D. Proposer's Exceptions to Terms and Conditions
 - E. Proposal Format
 - F. Questions & Answers About This RFP
 - G. Modification or Withdrawal of a Submitted Proposal
 - H. Proposal Opening Procedure
 - I. NJPA's Rights Reserved
5. **PRICING**
 - A. Line-Item Pricing
 - B. Percentage Discount From Catalog or Category
 - C. Cost Plus a Percentage of Cost
 - D. Hot List Pricing
 - E. Ceiling Price
 - F. Volume Price Discounts/ Additional Quantities
 - G. Total Cost of Acquisition
 - H. Sourced Equipment/Products/ Open Market Items
 - I. Price and Product Changes
 - J. Payment Terms
 - K. Sales Tax
 - L. Shipping
6. **EVALUATION OF PROPOSALS**
 - A. Proposal Evaluation Process
 - B. Proposer Responsiveness
 - C. Proposal Evaluation Criteria
 - D. Other Consideration
 - E. Cost Comparison
 - F. Marketing Plan
 - G. Certificate Of Insurance
 - H. Order Process and/or Funds Flow
 - I. Administrative Fees
 - J. Value Added
 - K. Waiver of Formalities
7. **POST AWARD OPERATING ISSUES**
 - A. Subsequent Agreements
 - B. NJPA Member Sign-up Procedure
 - C. Reporting of Sales Activity
 - D. Audits
 - E. Hub Partner
 - F. Trade-Ins
 - G. Out of Stock Notification
 - H. Termination of a Contract resulting from this RFP
8. **GENERAL TERMS AND CONDITIONS**
 - A. Advertising a Contract Resulting From This RFP
 - B. Applicable Law
 - C. Assignment of Contract
 - D. List of Proposers
 - E. Captions, Headings, and Illustrations
 - F. Data Practices
 - G. Entire Agreement
 - H. Force Majeure
 - I. Licenses
 - J. Material Suppliers and Sub-Contractors
 - K. Non-Wavier of Rights
 - L. Protests of Awards Made
 - M. Suspension or Disbarment Status
 - N. Affirmative Action and Immigration Status Certification
 - O. Severability
 - P. Relationship of Parties
9. **FORMS**
10. **PRE-SUBMISSION CHECKLIST**
11. **PRICE & PRODUCT CHANGE REQUEST FORM**
12. **APPENDIX A**
13. **APPENDIX B – HI, ID, OR, SC, UT, WA Political Subdivisions (SEPARATE ATTACHMENT)**
14. **APPENDIX C – VA Political Subdivisions (SEPARATE ATTACHMENT)**

1 DEFINITIONS

A. CONTRACT

Contract means this RFP, current pricing information, fully executed Forms C, D, F, & P from the Proposer's response pursuant to this RFP, and a fully executed Form E ("Acceptance and Award") with final terms and conditions. Form E will be executed after a formal award and will provide final clarification of terms and conditions of the award.

B. PROPOSER

A Proposer is a company, person, or entity delivering a timely response to this RFP. This RFP may also use the terms "respondent" or "proposed Vendor," which is interchangeable with Proposer as the context allows.

C. SOURCED GOOD or OPEN MARKET ITEM

A Sourced Good or Open Market Item is a product within the RFP's scope 1) that is not currently available under the Vendor's NJPA contract, 2) that a member wants to buy under contract from an awarded Vendor, and 3) that is generally deemed incidental to the total transaction or purchase of contract items.

D. VENDOR

A Proposer whose response has been awarded a contract pursuant to this RFP.

2 ADVERTISEMENT OF RFP

2.1 NJPA advertises this solicitation: 1) in the hard copy print and online editions of the USA Today; 2) once each in Oregon’s Daily Journal of Commerce, South Carolina’s The State and Utah’s Salt Lake Tribune; 3) on NJPA’s website; and 4) on other third-party websites deemed appropriate by NJPA. Other third-party advertisers may include Onvia, PublicPurchase.com, MERX, and Biddingo.

2.2 NJPA also notifies and provides solicitation documentation to each state-level procurement departments for possible re-posting of the solicitation within their systems and at their option for future use and to meet specific state requirements.

3 INTRODUCTION

A. ABOUT NJPA

3.1 The National Joint Powers Alliance® (NJPA) is a public agency serving as a national municipal contracting agency established under the Service Cooperative statute by Minnesota Legislative Statute §123A.21 with the authority to develop and offer, among other services, cooperative procurement services to its membership. Eligible membership and participation includes states, cities, counties, all government agencies, both public and non-public educational agencies, colleges, universities and non-profit organizations.

3.2 Under the authority of Minnesota state laws and enabling legislation, NJPA facilitates a competitive solicitation and contracting process on behalf of the needs of itself and the needs of current and potential member agencies nationally. This process results in national procurement contracts with various Vendors of products/equipment and services which NJPA Member agencies desire to procure. These procurement contracts are created in compliance with applicable Minnesota Municipal Contracting Laws. A complete listing of NJPA cooperative procurement contracts can be found at www.njpacoop.org.

3.3 NJPA is a public agency governed by publicly elected officials that serve as the NJPA Board of Directors. NJPA’s Board of Directors oversees and authorizes the calls for all new proposals and holds those resulting Contracts for the benefit of its own and its Members use.

3.4 NJPA currently serves over 50,000 member agencies nationally. Both membership and utilization of NJPA contracts continue to expand, due in part to the increasing acceptance of Cooperative Purchasing throughout the government and education communities nationally.

B. JOINT EXERCISE OF POWERS LAWS

3.5 NJPA cooperatively shares those contracts with its Members nationwide through various Joint Exercise of Powers Laws or Cooperative Purchasing Statutes established in Minnesota, other states and Canadian provinces. The Minnesota Joint Exercise of Powers Law is Minnesota Statute §471.59 which states “Two or more governmental units...may jointly or cooperatively exercise any power common to the contracting parties...” This Minnesota Statute allows NJPA to serve Member agencies located in all other states. Municipal agencies nationally can participate in cooperative purchasing activities under their own state law. These laws can be found on our website at <http://www.njpacoop.org/national-cooperative-contract-solutions/legal-authority/>.

3.5.1 For Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C may agree to be a Joint Purchaser under this RFP.

C. WHY RESPOND TO A NATIONAL COOPERATIVE PROCUREMENT CONTRACT

3.6 National Cooperative Procurement Contracts create value for Municipal and Public Agencies, as well as for Vendors of products/equipment and services in a variety of ways:

3.6.1 National cooperative contracts potentially save time and effort for municipal and public agencies, who otherwise would have to solicit vendor responses to individual RFPs, resulting in individual contracts, to meet the procurement needs of their respective agencies. Considerable time and effort is also potentially saved by the Vendors who would have had to otherwise respond to each of those individual RFPs. A single, nationally advertised RFP, resulting in a single, national cooperative contract can potentially replace thousands of individual RFPs for the same equipment/products/services that might have been otherwise advertised by individual NJPA member agencies.

3.6.2 NJPA contracts offer our Members nationally leveraged volume purchasing discounts. Our contract terms and conditions offer the opportunity for Vendors to recognize individual member procurement volume commitment through additional volume based contract discounts.

3.7 State laws that permit or encourage cooperative purchasing contracts do so with the belief that cooperative efficiencies will result in lower prices, better overall value, and considerable time savings.

3.8 The collective purchasing power of thousands of NJPA Member agencies nationwide offers the opportunity for volume pricing discounts. Although no sales or sales volume is guaranteed by an NJPA Contract resulting from this RFP, substantial volume is anticipated and volume pricing is requested and justified.

3.9 NJPA and its Members desire the best value for their procurement dollar as well as a competitive price. Vendors have the opportunity to display and highlight value-added attributes of their company, equipment/products and services without constraints of a typical individual proposal process.

D. THE INTENT OF THIS RFP

3.10. National contract awarded by NJPA: NJPA seeks the most responsive and responsible Vendor relationship(s) to reflect the best interests of NJPA and its Member agencies. Through a competitive proposal and evaluation process, the NJPA Proposal Evaluation Committee recommends vendors for a national contract awarded by the action of the NJPA Chief Procurement Officer. NJPA's primary intent is to establish and provide a national cooperative procurement contract that offer opportunities for NJPA and our current and potential Member agencies throughout the United States and Canada to procure quality product/equipment and services as desired and needed. The contracts will be marketed nationally through a cooperative effort between the awarded vendor(s) and NJPA. Contracts are expected to offer price levels reflective of the potential and collective volume of NJPA and the nationally established NJPA membership base.

3.11 Beyond our primary intent, NJPA further desires to:

3.11.1 Award a four-year contract with a fifth-year contract option resulting from this RFP. Any fifth-year extension is exercised at NJPA's discretion and results from NJPA's contracting needs or from Member requests; this extension is not intended merely to accommodate an awarded Vendor's request. If NJPA grants a fifth-year extension, it may also terminate the contract (or cause it to expire) within the fifth year if the extended contract is replaced by a resolicited or newly solicited contract. In exigent circumstances, NJPA may petition NJPA's Board of Directors to extend the contract term beyond five years. This rarely used procedure should be employed only to avoid a gap in contract coverage while a replacement contract is being solicited;

- 3.11.2** Offer and apply any applicable technological advances throughout the term of a contract resulting from this RFP;
- 3.11.3** Deliver “Value Added” aspects of the company, equipment/products and services as defined in the “Proposer’s Response”;
- 3.11.4** Deliver a wide spectrum of solutions to meet the needs and requirements of NJPA and NJPA Member agencies; and
- 3.11.5** Award an exclusive contract to the most responsive and responsible vendor when it is deemed to be in the best interest of NJPA and the NJPA Member agencies.

3.12 Exclusive or Multiple Awards: Based on the scope of this RFP and on the responses received, NJPA may award either an exclusive contract or multiple contracts. In some circumstances, a single national supplier may best meet the needs of NJPA Members; in other situations, multiple vendors may be in the best interests of NJPA and the NJPA Members and preferred by NJPA to provide the widest array of solutions to meet the member agency’s needs. NJPA retains sole discretion to determine which approach is in the best interests of NJPA Member agencies.

3.13 Non-Manufacturer Awards: NJPA reserves the right to make an award under this RFP to a non-manufacturer or dealer/distributor if such action is in the best interests of NJPA and its Members.

3.14 Manufacturer as a Proposer: If the Proposer is a manufacturer or wholesale distributor, the response received will be evaluated on the basis of a response made in conjunction with that manufacturer’s authorized dealer network. Unless stated otherwise, a manufacturer or wholesale distributor Proposer is assumed to have a documented relationship with their dealer network where that dealer network is informed of, and authorized to accept, purchase orders pursuant to any Contract resulting from this RFP on behalf of the manufacturer or wholesale distributor Proposer. Any such dealer will be considered a sub-contractor of the Proposer/Vendor. The relationship between the manufacturer and wholesale distributor Proposer and its dealer network may be proposed at the time of the submission if that fact is properly identified.

3.15 Dealer/Reseller as a Proposer: If the Proposer is a dealer or reseller of the products and/or services being proposed, the response will be evaluated based on the Proposer’s authorization to provide those products and services from their manufacturer. When requested by NJPA, Proposers must document their authority to offer those products and/or services.

E. SCOPE OF THIS RFP

3.16 Scope: The scope of this RFP is to award a contract to a qualifying vendor defined as a manufacturer, provider, or dealer/distributor, established as a Proposer, and deemed responsive and responsible through our open and competitive proposal process. Vendors will be awarded contracts based on the proposal and responders demonstrated ability to meet the expectations of the RFP and demonstrate the overall highest valued solutions which meet and/or exceed the current and future needs and requirements of NJPA and its Member agencies nationally within the scope of ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES.

3.17 Additional Scope Definitions: In addition to ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, **this solicitation should be read to include, but not to be limited to:**

- 3.17.1 Primary Offerings:** Proposer’s primary solution offerings may include: stationary and portable electrical generators; backup or standby generator sets; mobile or trailer mounted generators; enclosures; automatic transfer switches; switch gears; used generator sets; rental generator set agreements; and, generator-related design, installation, maintenance, or repair

services. It is further intended that Proposer's primary solutions will be for, or related to, electrical energy power generation from biofuel or fossil fuel sources.

3.17.2 Incidental or Complementary Offerings: in addition to the primary offerings, Proposer may include incidental or complementary offerings of: solar panel and microgrid solutions; mobile light towers; trailers; and, replacement or repair parts related to the primary offerings. It is further intended that electrical energy generation from renewable energy sources will not be more than an incidental or complementary part of Proposer's proposed solutions.

3.17.3 NJPA reserves the right to limit the scope of this solicitation for NJPA and current and potential NJPA member agencies.

3.17.3.1 [Omitted.]

3.18 Overlap of Scope: When considering equipment/products/services, or groups of equipment/products/services submitted as a part of your response, and whether inclusion of such will fall within a "Scope of Proposal," please consider the validity of an inverse statement.

3.18.1 For example, pencils and post-it-notes can generally be classified as office supplies and office supplies generally include pencils and post-it-notes.

3.18.2 In contrast, computers (PCs and peripherals) can generally be considered office supplies; however, the scope of office supplies does not generally include computer servers and infrastructure.

3.18.3 In conclusion: With this in mind, individual products and services must be examined individually by NJPA, from time to time and in its sole discretion, to determine their compliance and fall within the original "Scope" as intended by NJPA.

3.19 Best and Most Responsive – Responsible Proposer: It is the intent of NJPA to award a Contract to the best and most responsible and responsive Proposer(s) offering the best overall quality and selection of equipment/products and services meeting the commonly requested specifications of the NJPA and NJPA Members, provided the Proposer's Response has been submitted in accordance with the requirements of this RFP. Qualifying Proposers who are able to anticipate the current and future needs and requirements of NJPA and NJPA member agencies; demonstrate the knowledge of any and all applicable industry standards, laws and regulations; and possess the willingness and ability to distribute, market to and service NJPA Members in all 50 states are preferred. NJPA requests proposers submit their entire product line as it applies and relates to the scope of this RFP.

3.20 Sealed Proposals: NJPA will receive sealed proposal responses to this RFP in accordance with accepted standards set forth in the Minnesota Procurement Code and Uniform Municipal Contracting Law. Awards may be made to responsible and responsive Proposers whose proposals are determined in writing to be the most advantageous to NJPA and its current or qualifying future NJPA Member agencies.

3.21 Use of Contract: Any Contract resulting from this solicitation shall be awarded with the understanding that it is for the sole convenience of NJPA and its Members. NJPA and/or its members reserve the right to obtain like equipment/products and services solely from this contract or from another contract source of their choice or from a contract resulting from their own procurement process.

3.22 Awarded Vendor's interest in a contract resulting from this RFP: Awarded Vendors will be able to offer to NJPA, and current and potential NJPA Members, only those products/equipment and services specifically awarded on their NJPA Awarded Contract(s). Awarded Vendors may not offer as "contract compliant," products/equipment and services which are not specifically identified and priced in their NJPA Awarded Contract.

3.23 Sole Source of Responsibility- NJPA desires a “Sole Source of Responsibility” Vendor. This means that the Vendor will take sole responsibility for the performance of delivered equipment/products/ services. NJPA also desires sole responsibility with regard to:

3.23.1 Scope of Equipment/Products/Services: NJPA desires a provider for the broadest possible scope of products/equipment and services being proposed over the largest possible geographic area and to the largest possible cross-section of NJPA current and potential Members.

3.23.2 Vendor use of sub-contractors in sourcing or delivering equipment/product/services: NJPA desires a single source of responsibility for equipment/products and services proposed. Proposers are assumed to have sub-contractor relationships with all organizations and individuals whom are external to the Proposer and are involved in providing or delivering the equipment/products/services being proposed. Vendor assumes all responsibility for the equipment/products/services and actions of any such Sub-Contractor. Suggested Solutions Options include:

3.23.3 Multiple solutions to the needs of NJPA and NJPA Members are possible. Examples could include:

3.23.3.1 Equipment/Products Only Solution: Equipment/Products Only Solution may be appropriate for situations where NJPA or NJPA Members possess the ability, either in-house or through local third party contractors, to properly install and bring to operation those equipment/products being proposed.

3.23.3.2 Turn-Key Solutions: A Turn-Key Solution is a combination of equipment/products and services that provides a single price for equipment/products, delivery, and installation to a properly operating status. Generally this is the most desirable solution because NJPA and NJPA Members may not possess, or desire to engage, personnel with the necessary expertise to complete these tasks internally or through other independent contractors

3.23.3.3 Good, Better, Best: Where appropriate and properly identified, Proposers may offer the choice “of good, better, best” multiple-grade solutions to meet NJPA Members’ needs.

3.23.3.4 Proven – Accepted – Leading-Edge Technology: Where appropriate and properly identified, Proposers may provide a spectrum of technology solutions to complement or enhance the proposed solutions to meet NJPA Members’ needs.

3.23.4 If applicable, Contracts will be awarded to Proposer(s) able to deliver a proposal meeting the entire needs of NJPA and its Members within the scope of this RFP. NJPA prefers Proposers submit their complete product line of products and services described in the scope of this RFP. NJPA reserves the right to reject individual, or groupings of specific equipment/products and services proposals as a part of the award.

3.24 Geographic Area to be Proposed: This RFP invites proposals to provide ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to NJPA and NJPA Members throughout the entire United States and possibly internationally. Proposers will be expected to express willingness to explore service to NJPA Members located abroad; however the lack of ability to serve Members outside of the United States will not be cause for non-award. The ability and willingness to serve Canada, for instance, will be viewed as a value-added attribute.

3.25 Contract Term: At NJPA’s option, a Contract resulting from this RFP will become effective either on the date awarded by the NJPA Board of Directors or on the day following the expiration date of an existing NJPA procurement contract for the same or similar product/equipment and services.

3.25.1 NJPA is seeking a Contract base term of four years as allowed by Minnesota Contracting Law. Full term is expected. However, one additional one-year renewal/extension may be offered by NJPA to Vendor beyond the original four year term if NJPA deems such action to be in the best interests of NJPA and its Members. NJPA reserves the right to conduct periodic business reviews throughout the term of the contract.

3.26 Minimum Contract Value: NJPA anticipates considerable activity resulting from this RFP and subsequent award; however, no commitment of any kind is made concerning actual quantities to be acquired. NJPA does not guarantee usage. Usage will depend on the actual needs of the NJPA Members and the value of the awarded contract.

3.27 [This section is intentionally blank.]

3.28 Contract Availability: This Contract must be available to all current and potential NJPA Members who choose to utilize this NJPA Contract to include all governmental and public agencies, public and private primary and secondary education agencies, and all non-profit organizations nationally.

3.28.1 With respect to Members within the Commonwealth of Virginia, this RFP is intended to be a “joint procurement agreement” as described in Vir. Code § 2.2-4304(A), and those Virginia Members identified in Appendix C must be allowed to use this Contract as a Joint Purchaser.

3.29 Proposer’s Commitment Period: In order to allow NJPA the opportunity to evaluate each proposal thoroughly, NJPA requires any response to this solicitation be valid and irrevocable for ninety (90) days after the date proposals are opened.

F. EXPECTATIONS FOR EQUIPMENT/PRODUCTS AND SERVICES BEING PROPOSED

3.30 Industry Standards: Except as contained herein, the specifications or solutions for this RFP shall be those accepted guidelines set forth by the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry, as they are generally understood and accepted within that industry across the nation. Submitted products/equipment, related services and accessories, and their warranties and assurances are required to meet and/or exceed all current, traditional and anticipated standards, needs, expectations, and requirements of NJPA and its Members.

3.30.1 Deviations from industry standards must be identified by the Proposer and explained how, in their opinion, the equipment/products and services they propose will render equivalent functionality, coverage, performance, and/or related services. Failure to detail all such deviations may comprise sufficient grounds for rejection of the entire proposal.

3.30.2 Technical Descriptions/Specifications. Excessive technical descriptions and specifications that unduly enlarge the proposal response may cause NJPA to reduce the evaluation points awarded on Form G. Proposers must supply sufficient information to:

3.30.2.1 demonstrate the Proposer’s knowledge of industry standards and Member agency needs and expectations;

3.30.2.2 Identify the equipment/products and services being proposed as applicable to the needs and expectations of NJPA Member agencies; and

3.30.2.3 differentiate equipment/products and services from other industry manufacturers and providers.

3.31 New Current Model Equipment/Products: Proposals submitted shall be for new, current model equipment/products and services with the exception of certain close-out products allowed to be offered on the Proposer’s “Hot List” described herein.

3.32 Compliance with laws and standards: All items supplied on this Contract shall comply with any current applicable safety or regulatory standards or codes.

3.33 Delivered and operational: Products/equipment offered herein are to be proposed based upon being delivered and operational at the NJPA Member’s site. Exceptions to “delivered and operational” must be clearly disclosed in the “Total Cost of Acquisition” section of the proposal.

3.34 Warranty: The Proposer warrants that all products, equipment, supplies, and services delivered under this Contract shall be covered by the industry standard or better warranty. All products and equipment should carry a minimum industry standard manufacturer’s warranty that includes materials and labor. The Proposer has the primary responsibility to submit product specific warranty as required and accepted by industry standards. Dealer/Distributors agree to assist the purchaser in reaching a solution in a dispute over warranty’s terms with the manufacturer. Any manufacturer’s warranty that is effective past the expiration of the warranty will be passed on to the NJPA member. Failure to submit a minimum warranty may result in non-award.

3.35 Additional Warrants: The Proposer warrants that all products/equipment and related services furnished hereunder will be free from liens and encumbrances; defects in design, materials, and workmanship; and will conform in all respects to the terms of this RFP including any specifications or standards. In addition, Proposer/Vendor warrants the products/equipment and related services are suitable for and will perform in accordance with the ordinary use for which they are intended.

G. SOLUTIONS-BASED SOLICITATION

3.36 The NJPA solicitation and contract award process is not based on detailed specifications. Instead, this RFP is a “Solutions-Based Solicitation.” NJPA expects respondents to understand and anticipate the current and future needs of NJPA and its members—within the scope of this RFP—and to propose solutions that are commonly desired or required by law or industry standards. Proposal will be evaluated in part on your demonstrated ability to meet or exceed the needs and requirements of NJPA and our member agencies within the defined scope of this RFP.

3.37 While NJPA does not typically provide product and service specifications, the RFP may contain scope refinements and industry-specific questions. Where specific items are specified, those items should be considered the minimum required, which the proposal can exceed in order to meet Members’ needs. NJPA may award all of the respondent’s proposal or may limit the award to a subset of the proposal.

3 INSTRUCTIONS FOR PREPARING YOUR PROPOSAL

A. INQUIRY PERIOD

4.1 The inquiry period begins on the date of first advertisement and continues until to the Deadline for Submission.” RFP packages will be distributed to potential Vendors during the inquiry period.

B. PRE-PROPOSAL CONFERENCE

4.2 A pre-proposal conference will be held at the date and time specified in the timeline on page one of this RFP. Conference information will be sent to all potential Proposers, and attendance is optional. The purpose of this conference is to allow potential Proposers to ask questions regarding this RFP and NJPA’s competitive contracting process. Only answers issued in writing by NJPA to questions asked before or during the pre-proposal conference are binding on the parties to an awarded contract.

C. IDENTIFICATION OF KEY PERSONNEL

4.3 Awarded Vendors will designate one senior staff member to represent the Vendor to NJPA. This contact person will correspond with members for technical assistance, questions, or concerns that may arise, including instructions regarding different contacts for different geographical areas or product lines.

4.4 These designated individuals should also act as the primary contact for marketing, sales, and any other area deemed essential by the Proposer and NJPA.

D. PROPOSER'S EXCEPTIONS TO TERMS AND CONDITIONS

4.5 Any exceptions, deviations, or contingencies regarding this RFP that a Proposer requests must be documented on Form C, Exceptions To Proposal, Terms, Conditions And Solutions Request.

4.6 Exceptions, deviations or contingencies requested in the Proposer's response, while possibly necessary in the view of the Proposer, may result in lower scoring or disqualification of a proposal.

E. PROPOSAL FORMAT

4.7 All Proposers must examine the entire RFP package to seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a proposal.

4.8 All proposals must be properly labeled and sent to "The National Joint Powers Alliance, 202 12th Street NE Staples, MN 56479."

4.9 All proposals must be physically delivered to NJPA at the above address with all required hard copy documents and signature forms/pages inserted as loose pages at the front of the Vendor's response. The proposal must include these items.

4.9.1 Hard copy original of completed, signed, and dated Forms C, D, F; hard copy of the signed signature-page only from Forms A and P from this RFP;

4.9.2 Signed hard copies of all addenda issued for the RFP;

4.9.3 Hard copy of Certificate of Insurance verifying the coverage identified in this RFP; and

4.9.4 A complete copy of your response on a flash drive (or other approved electronic means). The electronic copy must contain completed Forms A, B, C, D, F, and P, your statement of products and pricing (including apparent discount), and all appropriate attachments. In order to ensure that your full response is evaluated, you must provide an electronic version of any material that you provide in a hard copy format.

As a public agency, NJPA's proposals, responses, and awarded contracts are a matter of public record, except for such data that is classified as nonpublic. Accordingly, public data is available for review through a properly submitted public records request. To redact nonpublic information from your proposal (under Minnesota Statute §13.37), you must make your request within thirty (30) days of the contract award or non-award date.

4.10 All Proposal forms must be submitted in English and must be legible. All appropriate forms must be executed by an authorized signatory of the Proposer. Blue ink is preferred for signatures.

4.11 Proposal submissions should be submitted using the electronic forms provided. Proposers that use alternative documents are responsible for ensuring that the content is substantially similar to the NJPA form and that the document is readable by NJPA.

4.12 The Proposer must ensure that the proposal is in the physical possession of NJPA before the submission deadline.

4.12.1 Proposals must be submitted in a sealed envelope or box properly addressed to NJPA and prominently identifying the proposal number, proposal category name, the message “**Hold for Proposal Opening,**” and the deadline for proposal submission. NJPA is not responsible for untimely proposals. Proposals received by the deadline for proposal submission will be opened and the name of each Proposer and other appropriate information will be publicly read.

4.13 Proposers are responsible for checking directly with the NJPA website for any addendums to this RFP. Addendums to this RFP can change the terms and conditions of the RFP, including the proposal submission deadline.

F. QUESTIONS AND ANSWERS ABOUT THIS RFP

4.14 Upon examination of this RFP document, Proposer should promptly notify NJPA of any ambiguity, inconsistency, or error they may discover. Interpretations, corrections, and changes to this RFP will be considered by NJPA through a written addendum. Interpretations, corrections, or changes that are made in any other manner are not binding, and Proposers must not rely on them.

4.15 Submit all questions about this RFP, in writing, referencing ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES to Chris Robinson at NJPA 202 12th Street NE, Staples, MN 56479 or to RFP@njpacoop.org. You may also call Chris Robinson at (218) 895-4168. NJPA urges potential Proposers to communicate all concerns well in advance of the submission deadline to avoid misunderstandings. Questions received within seven (7) days before the submission deadline generally cannot be answered. NJPA may, however, field purely procedural questions, questions about NJPA-issued addenda, or questions involving a Proposer withdrawing its response before the RFP submission deadline.

4.16 If NPJA deems that its answer to a question has a material impact on other potential Proposers or on the RFP itself, NJPA will create an addendum to this RFP.

4.17 If NJPA deems that its answer to a question merely clarifies the existing terms and conditions and does not have a material impact on other potential Proposers or the RFP itself, no further documentation of that question is required.

4.18 Addenda are written instruments issued by NJPA that modify or interpret the RFP. All addenda issued by NJPA become a part of the RFP. Addenda will be delivered to all Potential Proposers using the same method of delivery of the original RFP material. NJPA accepts no liability in connection with the delivery of any addenda. Copies of addenda will also be made available on the NJPA website at www.njpacoop.org (under “Current and Pending Solicitations”) and from the NJPA offices. All Proposers must acknowledge their receipt of all addenda in their proposal response.

4.19 Any amendment to a submitted proposal must be in writing and must be delivered to NJPA by the RFP submission deadline.

4.20 through 4.21 [These sections are intentionally blank.]

G. MODIFICATION OR WITHDRAWAL OF A SUBMITTED PROPOSAL

4.22 A submitted proposal must not be modified, withdrawn, or cancelled by the Proposer for a period of ninety (90) days following the date proposals were opened. Before the deadline for submission of proposals, any proposal submitted may be modified or withdrawn by notice to the NJPA Procurement Manager. Such notice must be submitted in writing and must include the signature of the Proposer. The

notice must be delivered to NJPA before the deadline for submission of proposals and must be so worded as not to reveal the content of the original proposal. The original proposal will not be physically returned to the potential Proposer until after the official proposal opening. Withdrawn proposals may be resubmitted up to the time designated for the receipt of the proposals if they fully conform with the proposal instructions.

H. PROPOSAL OPENING PROCEDURE

4.23 Sealed and properly identified responses for this RFP entitled ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES will be received by Chris Robinson, Procurement Manager, at NJPA Offices, 202 12th Street NE, Staples, MN 56479 until the deadline identified on page one of this RFP. All Proposal responses must be submitted in a sealed package. The outside of the package must plainly identify ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES and the RFP number. To avoid premature opening, the Proposer must label the Proposal response properly. **NJPA documents the receipt of proposals by immediately time- and date-stamping them.** At the time of the public opening, the NJPA Director of Procurement or a representative from the NJPA Proposal Evaluation Committee will read the Proposer's names aloud and will determine whether each submission has met Level-1 responsiveness.

I. NJPA'S RIGHTS RESERVED

4.24 NJPA may exercise the following rights with regard to the RFP.

4.24.1 Reject any and all proposals received in response to this RFP;

4.24.2 Disqualify any Proposer whose conduct or proposal fails to conform to the requirements of this RFP;

4.24.3 Duplicate without limitation all materials submitted for purposes of RFP evaluation, and duplicate all public information in response to data requests regarding the proposal;

4.24.4 Consider and accept for evaluation a late modification of a proposal if 1) the proposal itself was submitted on time, 2) the modifications were requested by NJPA, and 3) the modifications make the terms of the proposal more favorable to NJPA or its members;

4.24.5 Waive any non-material deviations from the requirements and procedures of this RFP;

4.24.6 Extend the Contract, in increments determined by NJPA, not to exceed a total Contract term of five years;

4.24.7 Cancel the Request for Proposal at any time and for any reason with no cost or penalty to NJPA;

4.24.8 Correct or amend the RFP at any time with no cost or penalty to NJPA. If NJPA corrects or amends any segment of the RFP after submission of proposals and before the announcement of the awarded Vendor, all proposers will be afforded a reasonable opportunity to revise their proposals in order to accommodate the RFP amendment and the new submission dates. NJPA will not be liable for any errors in the RFP or other responses related to the RFP; and

4.24.9 Extend proposal due dates.

4 PRICING

5.1 NJPA requests that potential Proposers respond to this RFP only if they are able to offer a wide array of products and services at lower prices and with better value than what they would ordinarily offer to a single government agency, a school district, or a regional cooperative.

5.2 This RFP requests pricing for an indefinite quantity of products or related services with potential national sales distribution and service. While most RFP categories represent significant sales opportunities, NJPA makes no guarantees about the quantity of products or services that members will purchase. **The estimated annual value of this contract is \$30 Million.**

Vendors are expected to anticipate additional volume through potential government, educational, and not-for-profit agencies that would find value in a national contract awarded by NJPA.

5.3 Regardless of the payment method selected by NJPA or an NJPA member, the total cost associated with any purchase option of the products and services must always be disclosed in the proposal and at the time of purchase.

5.4 All proposers must submit “Primary Pricing” in the form of either “Line-Item Pricing,” or “Percentage Discount from Catalog Pricing,” or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies such as “Hot List,” “Sourced Products,” and “Volume Discounts,” as well as financing options such as leasing. All pricing documents should include a clear effective date.

A. LINE-ITEM PRICING

5.5 Line-item pricing is a pricing format in which individual products or services are offered at specific Contract prices. Products or services are individually priced and described by characteristics such as manufacture name, stock or part number, size, or functionality. This method of pricing may offer the least amount of confusion, but Proposers with a large number of items may find this method cumbersome. In these situations, a percentage discount from catalog or category pricing model may make more sense and may increase the clarity of the contract pricing format.

5.6 All line-item pricing items must be numbered, organized, sectioned (including SKUs, when applicable), and prepared to be easily understood by the Evaluation Committee and members.

5.7 Submit Line-Item Pricing items in an Excel spreadsheet format and include all appropriate identification information necessary to discern the line item from other line items in each Responder’s proposal.

5.8 Line-item pricing must be submitted to NJPA in a searchable spreadsheet format (e.g., Microsoft® Excel®) in order to facilitate quickly finding any particular item of interest. For that reason, Proposers are responsible for providing the appropriate product and service identification information along with the pricing information that is typically found on an invoice or price quote for such product or services.

5.9 All products or services typically appearing on an invoice or price quote must be individually priced and identified on the line-item price sheet, including any and all ancillary costs.

5.10 Proposers should provide both a published “List Price” as well as a “Proposed Contract Price” in their pricing matrix. Published List Price will be the standard “quantity of one” price currently available to government and educational customers, excluding cooperative and volume discounts.

B. PERCENTAGE DISCOUNT FROM CATALOG OR CATEGORY

5.11 This pricing model involves a specific percentage discount from a catalog or list price, defined as a published Manufacturer’s Suggested Retail Price (MSRP) for the products or services being proposed.

5.12 Individualized percentage discounts can be applied to any number of defined product groupings.

5.13 A percentage discount from MSRP may be applied to all elements identified in MSRP, including all manufacturer options applicable to the products or services.

5.14 When a Proposer elects to use “Percentage Discount from Catalog or Category,” Proposer will be responsible for providing and maintaining current published MSRP with NJPA, and this pricing must be included in its proposal and provided throughout the term of any Contract resulting from this RFP.

C. COST PLUS A PERCENTAGE OF COST

5.15 “Cost plus a percentage of cost” as a primary pricing mechanism is not desirable. It is, however, acceptable for pricing sourced goods or services.

D. HOT LIST PRICING

5.16 Where applicable, a Vendor may opt to offer a specific selection of products or services, defined as “Hot List” pricing, at greater discounts than those listed in the standard Contract pricing. All product and service pricing, including the Hot List Pricing, must be submitted electronically in a format that is acceptable to NJPA. Hot List pricing must be submitted in a line-item format. Products and services may be added or removed from the Hot List at any time through an NJPA Price and Product Change Form.

5.17 Hot List program and pricing may also be used to discount and liquidate close-out and discontinued products and services as long as those close-out and discontinued items are clearly labeled as such. Current ordering process and administrative fees apply. This option must be published and made available to all NJPA Members.

E. CEILING PRICE

5.18 Proposal pricing is to be established as a ceiling price. At no time may the proposed products or services be offered under this Contract at prices above this ceiling price without a specific request and approval by NJPA. Contract prices may be reduced at any time, for example, to reflect volume discounts or to meet the needs of an NJPA Member.

5.19 [This section is intentionally blank.]

F. VOLUME PRICE DISCOUNTS / ADDITIONAL QUANTITIES

5.20 through 5.23 [These sections are intentionally blank.]

G. TOTAL COST OF ACQUISITION

5.24 The Total Cost of Acquisition for the equipment/products and related services being proposed, including those payable by NJPA Members to either the Proposer or a third party, is the cost of the proposed equipment/products product/equipment and related services delivered and operational for its intended purpose in the end-user’s location. For example, if you are proposing equipment/products FOB Proposer’s dock, your proposal should reflect that the contract pricing does not provide for delivery beyond Proposer’s dock, nor any set-up activities or costs associated with those delivery or set-up activities. Any additional costs for delivery and set-up should be clearly disclosed. In contrast, a proposal could state that there are no additional costs of acquisition if the product is delivered to and operational at the end-user’s location.

H. SOURCED GOOD or OPEN MARKET ITEM

5.25 A Sourced Good or an Open Market Item is a product that a member wants to buy under contract that is not currently available under the Vendor’s NJPA contract. This method of procurement can be satisfied through a contract sourcing process. Sourcing options serve to provide a more complete contract solution to meet our members’ needs. Sourced items are generally deemed incidental to the total transaction or purchase of contract items.

5.26 NJPA or NJPA Members may request products, equipment, and related services that are within the related scope of this RFP, even if they are not included in an awarded Vendor's line-item price list or catalog. These items are known as Sourced Goods or Open Market Items.

5.27 An awarded Vendor may source such items to the extent that the items are identified as "Sourced Products/Equipment" or "Open Market Items" on any quotation issued in reference to an NJPA awarded contract, and that this information is provided to either NJPA or an NJPA Member. NJPA is not responsible for determining whether a Sourced Good is an incidental portion of the overall purchase or whether a Member is able to consider a Sourced Good a purchase under an NJPA contract.

5.28 "Cost plus a percentage" pricing is an acceptable option in pricing of Sourced Goods.

I. PRODUCT & PRICE CHANGES

5.29 Awarded Vendors may request product or service changes, additions, or deletions at any time throughout the contract term. All requests must be made in written format by completing the NJPA Price and Product Change Request Form (located at the end of this RFP and on the NJPA website), signed by an authorized Vendor representative. All changes are subject to review and approval by NJPA. Submit your requests through email to your assigned Contract Manager and to PandP@njpacoop.org.

5.30 NJPA will determine whether the request is both within the scope of the original RFP and in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be returned to the Vendor contact through email.

5.31 The Vendor must 1) complete this change request form and individually list or attach all items subject to change, 2) provide a sufficiently detailed explanation and documentation for the change, and 3) include a complete restatement of pricing document in appropriate format (preferably Excel). The pricing document must identify all products and services being offered and must conform to the following NJPA product and price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "COMPANY 012411-CPY effective 02-12-2016."

5.32 **The new pricing restatement must include all products and services offered, even for those items whose pricing remains unchanged**, and must include a new effective date on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each vendor and creates a historical record of pricing.

5.33 ADDITIONS. New products and related services may be added to a Contract resulting from this RFP at any time during that Contract term to the extent that those products and related services are within the scope of this RFP. Allowable new products and related services generally include updated models of products and enhanced services that reflect new technology and improved functionality.

5.34 DELETIONS. New products and related services may be deleted from a contract if an item is no longer available.

5.35 PRICE CHANGES. A Vendor may request pricing changes by providing reasonable justification for the change. For example, a request for a 3% increase in a product line that relies heavily on petroleum products may be reasonable if the raw cost of required petroleum products has increased substantially. Conversely, a request for a 3% increase in prices based only on a 3% increase in a cost-of-living index may be considered unreasonable. Although NJPA is sensitive to the possibility of fluctuations in raw material costs, prospective Vendors should make every reasonable attempt to account for normal cost changes by proposing pricing that will be effective throughout the duration of the four-year Contract.

5.35.1 *Price decreases*: NJPA expects Vendors to propose their very best prices and anticipates price reductions that are due to advancement in technology and marketplace efficiencies.

5.35.2 *Price increases:* A Vendor must include reasonable documentation for price-increase requests, along with both current and proposed pricing. Appropriate documentation should be attached to the Price and Product Change Request Form, including letters from suppliers announcing price increases. Price increases must not exceed the industry standard.

5.36 through 5.37 [These sections are intentionally blank.]

5.38 Proposers representing multiple manufacturers, or carrying multiple related product lines may also request the addition of new manufacturers or product lines to their Contract to the extent they remain within the scope of this RFP.

5.39 through 5.43 [These sections are intentionally blank.]

K. SALES TAX

5.44 Sales and other taxes should not be included in the prices quoted. The Vendor will charge state and local sales and other applicable taxes on items for which a valid tax-exemption certification has not been provided. Each NJPA Member is responsible for providing verification of tax-exempt status to the Vendor. When ordering, NJPA Members must indicate that they are tax-exempt entities. Except as set forth herein, no party is responsible for taxes imposed on another party as a result of or arising from the transactions under a Contract resulting from this RFP.

L. SHIPPING

5.45 Shipping costs can constitute a significant portion of the overall cost of procurement. Consequently, significant weight will be given to the quality of a prospective Vendor's shipping program. Shipping charges should reasonably reflect the actual cost of shipping. NJPA understands that Vendors may use other shipping cost methods for simplicity or for transparency. But to the extent that shipping costs are determined to disproportionately increase a Vendor's profit, NJPA may reduce the points awarded in the "Pricing" criteria.

5.46 through 5.47 [These sections are intentionally blank.]

5.48 All shipping and restocking fees must be identified in the price program. Certain industries providing made-to-order products may not allow returns. Proposals will be evaluated not only on the actual costs of shipping, but on the relative flexibility extended to NJPA Members relating to restocking fees, shipping errors, customized shipping requirements, the process for rejecting damaged or delayed shipments, and similar subjects.

5.49 through 5.50 [These sections are intentionally blank.]

5.51 Delivered products must be properly packaged. Damaged products may be rejected. If the damage is not readily apparent at the time of delivery, the Vendor must permit the products to be returned within a reasonable time at no cost to NJPA or NJPA Member. NJPA and NJPA Members reserve the right to inspect the products at a reasonable time subsequent to delivery where circumstances or conditions prevent effective inspection of the products at the time of delivery.

5.52 The Vendor must deliver Contract-conforming products in each shipment and may not substitute products without the express approval from NJPA or the NJPA Member.

5.53 NJPA reserves the right to declare a breach of Contract if the Vendor intentionally delivers substandard or inferior products that are not under Contract and described in its paper or electronic price lists or sourced upon request of any Member under this Contract. In the event of the delivery of nonconforming products,

the NJPA Member will notify the Vendor as soon as possible and the Vendor will replace nonconforming products with conforming products that are acceptable to the NJPA member.

5.54 Throughout the term of the Contract, Proposer agrees to pay for return shipment on products that arrive in a defective or inoperable condition. Proposer must arrange for the return shipment of the damaged products.

5 **EVALUATION OF PROPOSALS**

A. PROPOSAL EVALUATION PROCESS

6.1 The NJPA proposal evaluation committee will evaluate proposals received based on a 1,000 point evaluation system. The committee establishes both the evaluation criteria and designates the relative weight of each criterion by assigning possible scores for each category on Form G of this RFP. The committee may adjust the relative weight of the criteria for each RFP. (For example, if the “Warranty” criterion does not apply to a particular RFP, the points normally awarded under “Warranty” may be used to increase the number of potential points in another evaluation category or categories.) The “Pricing” criterion will contain at least a plurality of points for every RFP.

6.2 NJPA uses a scoring system that gives primary importance to “Pricing.” But pricing includes more than just the absolute lowest initial cost of purchasing, for example, a particular product. Other considerations include the total cost of the acquisition and whether the Proposer’s offering represents the best value. The evaluation committee may consider such factors as life-cycle costs, total cost of ownership, quality, and the suitability of an offering in meeting NJPA Members’ needs. Pricing points may be awarded based on pricing clarity and ease of use. NJPA may also award points based on whether a response contains exceptions, exclusions, or limitations of liabilities.

6.3 The NJPA Board of Directors will consider making awards to the selected Proposer(s) based on the recommendations of the proposal evaluation committee. To qualify for the final evaluation, a Proposer must have been deemed responsive as a result of the criteria set forth under “Proposer Responsiveness,” found just below.

B. PROPOSER RESPONSIVENESS

6.4 All responses are evaluated for Level-One and Level-Two Responsiveness. If a response does not substantially conform to substantially all of the terms and conditions in the solicitation, or if it requires unreasonable exceptions, it may be considered nonresponsive.

6.5 All proposals must contain suitable responses to the questions in the proposal forms. The following requirements must be satisfied in order to meet Level-One Responsiveness, which is typically ascertained on the proposal opening date. If these standards are not met, your response may be disqualified as nonresponsive.

6.6 Level-One Responsiveness means that the response

6.6.1 is received before the deadline for submission or it will be returned unopened;

6.6.2 is properly addressed and identified as a sealed proposal with a specific RFP number and an opening date and time;

6.6.3 contains a pricing document (with apparent discounts) and all other forms fully completed, even if “not applicable” is the answer;

6.6.4 includes the original (hard copy) completed, dated, and signed RFP forms C, D, and F. In addition, the response must include the hard-copy signed signature page only from RFP Forms A and P and, if applicable, all signed addenda that have been issued in relation to this RFP;

6.6.5 contains an electronic (CD, flash drive, or other suitable) copy of the entire response; and

6.7 Level-Two Responsiveness (including whether the response is within the RFP's scope) is determined while evaluating the remaining items listed under Proposal Evaluation Criteria below. These items are not arranged in order of importance. Each item draws from multiple questions, and a Proposer's responses may affect scoring in multiple evaluation criteria. For example, the answers to Industry-Specific Questions may help determine scoring relative to a Proposer's marketplace success, ability to sell and service nationwide, and financial strength. Any questions not answered without an explanation will likely result in a loss of points and may lead to a nonaward if the proposal evaluation committee cannot effectively review your response.

C. PROPOSAL EVALUATION CRITERIA

6.8 Forms A and P include a series of questions that address the following categories:

6.8.1 Company Information and Financial Strength

6.8.2 Industry Requirements and Marketplace Success

6.8.3 Ability to Sell and Deliver Service Nationwide

6.8.4 Marketing Plan

6.8.5 Other Cooperative Procurement Contracts

6.8.6 Value-Added Attributes

6.8.7 Payment Terms and Financing Options

6.8.8 Warranty

6.8.9 Equipment/Products/Services

6.8.10 Pricing and Delivery

6.8.11 Industry-Specific Questions

6.9 [This section is intentionally blank.]

D. OTHER CONSIDERATIONS

6.10 In evaluating RFP responses, NJPA has no obligation to consider information that is not provided in the Proposer's response. NJPA may, however, consider additional information outside the Proposer's response. This research may include such sources as the Proposer's website, industry publications, listed references, and user interviews.

6.11 NJPA may organize RFP responses into separate classes or subcategories, depending on the range of responses. For example, NJPA might receive numerous submissions for "Widgets and Related Products and Services." NJPA may organize these responses into subcategories, such as manufacturers of fully operational Widgets, manufacturers of component parts for Widgets, and providers of parts and service for Widgets. NJPA reserves the right to award Proposers in some or all of such subcategories without regard to the evaluation score given to Proposers in another subcategory. This specifically allows NJPA to award Vendors that might not have, for instance, the breadth of products of Proposers in another subcategory, but that nonetheless meet a substantial and articulated need of NJPA Members.

6.12 [This section is intentionally blank.]

6.13 NJPA reserves the right to request and test equipment/products and related services and to seek clarification from Proposers. Before the Contract award, the Proposer must furnish the requested information within three (3) days (or within another agreed-to time frame) or provide an explanation for the delay along with a requested time frame for providing the requested information. Proposers must make reasonable efforts to supply test products promptly. All Proposer products remain the property of the Proposer, and NJPA will return such products after the evaluation process. NJPA may make provisional contract awards, subject to a Proposer's proper response to a request for information or products.

6.14 A Proposer's past performance under previously awarded contracts to schools, governmental agencies, and not-for-profit entities is relevant in evaluating a Proposer's current response. Past performance includes the Proposer's record of conforming to published specifications and to standards of good workmanship, as well as the Proposer's history for reasonable and cooperative behavior and for commitment to Member satisfaction. Incumbency as an awarded Vendor does not, by itself, merit positive consideration for a future Contract award.

6.15 NJPA reserves the right to reject any or all proposals.

E. COST COMPARISON

6.16 NJPA may use a variety of evaluation methods, including cost comparisons of specific products. NJPA reserves the right to use this process when the proposal evaluation committee determines that this will help to make a final determination.

6.17 This direct cost comparison process will award points for being low to high Proposer for each cost evaluation item selected. A "Market Basket" of identical (or substantially similar) equipment/products and related services may be selected by the proposal evaluation committee, and the unit cost will be used as a basis for determining the point value. NJPA will select the "Market Basket" from all appropriate product categories as determined by NJPA.

F. MARKETING PLAN

6.18 A Proposer's marketing plan is a critical component of the RFP response. An awarded Vendor's sales force will likely be the primary source of communication with NJPA Members and will directly affect the contract's success. Marketing success depends on communicating the contract's value, knowing the contract thoroughly, and communicating the proper use of contracted products and services to the end user. Much of the success and sales reward is a direct result of the commitment to the contract by the awarded Vendor's sales teams. NJPA reserves the right to deem a Proposer Level-Two nonresponsive or not to award a contract based on an unacceptable or incomplete marketing plan.

6.19 NJPA marketing expectations include the following components.

6.19.1 An awarded Vendor must demonstrate the ability to deploy a national sales force or dealer network. The best RFP responses demonstrate the ability to sell, deliver, and service products through acceptable distribution channels to NJPA members in all 50 states. Proposers' responses should fully demonstrate their sales and service capabilities, should outline their national sales force network (both numerically geographically), and should describe their method of distribution of the offered products and related services. Service may be independent of the product sales pricing, but NJPA encourages related services to be a part of Proposers' response. Despite its preference for awarding contracts to Vendors that demonstrate nationwide sales and service, NJPA reserves the right to award contracts that meet specific Member needs locally or regionally.

6.19.2 Proposers are invited to demonstrate their ability to successfully market, promote, and communicate the benefits of an NJPA contract to current and potential Members nationwide. NJPA

desires a marketing plan that communicates the value of the contract to as many Members as possible.

6.19.3 Proposers are expected to be receptive to NJPA trainings. Awarded Vendors must provide an appropriate training venue for both management and the sales force. NJPA commits to providing training on all aspects of communicating the value of the awarded contract, including the authority of NJPA to offer the contract to its Members, the value and utility the contract delivers to NJPA Members, the scope of NJPA Membership, the authority of Members to use NJPA procurement contracts, the preferred marketing and sales methods, and the successful use of specific business sector strategies.

6.19.4 Awarded Vendors are expected to demonstrate a commitment to fully embrace the NJPA contract. Proposers should identify both the appropriate levels of sales management and sales force that will need to understand the value of the NJPA contract, as well as the internal procedures needed to deliver the appropriate messaging to NJPA Members. NJPA will provide a general schedule and a variety of methods describing when and how those individuals should be trained.

6.19.5 Proposers should outline their proposed involvement in promoting an NJPA contract through applicable industry trade show exhibits and related customer meetings. Proposers are encouraged to consider participation with NJPA at NJPA-endorsed national trade shows.

6.19.6 Proposers must exhibit the willingness and ability to actively market and develop contract-specific marketing materials including the following items.

6.19.6.1 Complete Marketing Plan. Proposers must submit a marketing plan outlining how they will launch the NJPA contract to current and potential NJPA Members. NJPA requires awarded Vendors to embrace and actively promote the contract in cooperation with the NJPA.

6.19.6.2 Printed Marketing Materials. Awarded Vendors will produce and maintain full color print advertisements in camera-ready electronic format, including company logos and contact information to be used in the NJPA directory and other approved marketing publications.

6.19.6.3 Contract announcements and advertisements. Proposers should outline in the marketing plan their anticipated contract announcements, advertisements in industry periodicals, and other direct or indirect marketing activities promoting the awarded NJPA contract.

6.19.6.4 Proposer's Website. Proposers should identify how an awarded Contract will be displayed and linked on the Proposer's website. An online shopping experience for NJPA Members is desired whenever possible.

6.19.7 An NJPA Vendor contract launch will be scheduled during a reasonable time frame after the award and held at the NJPA office in Staples, MN unless the Vendor and NJPA agree to a different location.

6.20 Proposer shall identify their commitment to develop a sales/communication process to facilitate NJPA membership and establish status of current and potential agencies/members. Proposer should further express their commitment to capturing sufficient member information as is deemed necessary by NJPA.

G. CERTIFICATE OF INSURANCE

6.21 Proposers must provide evidence of liability insurance coverage identified below in the form of a Certificate of Insurance (COI) or an ACORD binder form with their proposal. Upon an award issued under

this RFP and before the execution of any commerce relating to such award, the awarded Vendor must provide verification, in the form of a Certificate of Insurance, identifying the coverage required below and identifying NJPA as a “Certificate Holder.” The Vendor must maintain such insurance coverage at its own expense throughout the term of any contract resulting from this solicitation.

6.22 Any exceptions or assumptions to the insurance requirements must be identified on Form C of this RFP. Exceptions and assumptions will be considered as part of the evaluation process. Any exceptions or assumptions that Proposers submit must be specific. If a Proposer does not include specific exceptions or assumptions when submitting the proposal, NJPA will typically not consider any additional exceptions or assumptions during the evaluation process. Upon contract award, the awarded Vendor must provide the Certificate of Insurance identifying the coverage as specified.

6.23 Insurance Liability Limits. The awarded Vendor must maintain, for the duration of its contract, \$1.5 million in general liability insurance coverage or general liability insurance in conjunction with an umbrella for a total combined coverage of \$1.5 million. Work on the Contract will not begin until after the awarded Vendor has submitted acceptable evidence of the required insurance coverage. Failure to maintain any required insurance coverage or an acceptable alternative method of insurance will be deemed a breach of contract.

6.23.1 Minimum Scope and Limits of Insurance. An awarded Vendor must provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.

6.23.1.1 Commercial General Liability—Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability and XCU coverage.

6.23.1.2 Each Occurrence \$1,500,000

6.24 Insurance Requirements: The limits listed in this RFP are minimum requirements for this Contract and in no way limit any indemnity covenants contained in this Contract. NJPA does not warrant that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the performance of the work under this Contract by the Vendor, its agents, representatives, employees, or subcontractors, and the Vendor is free to purchase additional insurance as may be determined necessary.

6.25 Acceptability of Insurers: Insurance is to be placed with insurers duly licensed or authorized to do business in the State of Minnesota and with an “A.M. Best” rating of not less than A- VII. NJPA does not warrant that the above required minimum insurer rating is sufficient to protect the Vendor from potential insurer solvency.

6.26 Subcontractors: Vendors’ certificate(s) must include all subcontractors as additional insureds under its policies, or the Vendor must furnish to NJPA separate certificates for each subcontractor. All coverage for subcontractors are be subject to the minimum requirements identified above.

H. ORDER PROCESS AND/OR FUNDS FLOW

6.27 NJPA Members typically issue a purchase order directly to a Vendor under a Contract resulting from this RFP. Alternatively, a separate contract may be created to facilitate acquiring products or services offered in response to this RFP. Nothing in this Contract restricts the Member and Vendor from agreeing to add terms or conditions to a purchase order or a separate contract provided that such terms or conditions must not be less favorable to NJPA’s Members.

6.28 [This section is intentionally blank.]

I. ADMINISTRATIVE FEES

6.29 Vendors will pay to NJPA an administrative fee in exchange for NJPA facilitating this Contract with its current and potential Members. NJPA may grant a conditional contract award to a Proposer if the proposed administrative fee is unclear, inadequate, or unduly burdensome for NJPA to administer. Sales under this Contract should not be processed until the parties resolve the administrative fee issue.

6.29.1 The administrative fee is typically calculated as a percentage of the dollar volume of all products and services by NJPA Members under this Contract, including anything represented to NJPA Members as falling under this Contract.

6.29.2 The administrative fee is included in, and not added to, the pricing included in Proposer's response to the RFP. Awarded Vendors must not charge NJPA Members more than permitted in the then current price list in order to offset the administrative fee.

6.29.3 The administrative fee is designed to cover the costs of NJPA's involvement in contract management, facilitating marketing efforts, Vendor training, and any order processing tasks relating to the Contract. Administrative fees may also be used for other purposes as allowed by Minnesota law.

6.29.4 The typical administrative fee under this Contract is two percent (2%). While NJPA does not dictate the particular fee percentage, we require that the Proposer articulate a specific fee in its response. For example, merely stating that "we agree to pay an administrative fee" is considered nonresponsive. NJPA acknowledges that the administrative fee percentage may differ between vendors, industries, and responses.

6.29.5 NJPA awarded Vendors are responsible for paying the administrative fee at least quarterly and for generating all related reporting. Vendors agree to cooperate with NJPA in auditing these reports to ensure that the administrative fee is paid on all items purchased under the Contract.

6.30 through 6.32 [This section is intentionally blank.]

J. VALUE-ADDED ATTRIBUTES

6.33 Desirability of Value-Added Attributes: Value-added attributes in an RFP response will be given positive consideration in NJPA's evaluation process. Such attributes may increase the benefit of a product or service by improving functionality, performance, maintenance, manufacturing, delivery, energy efficiency, ordering, or other items while remaining within the scope of this RFP.

6.34 Women and Minority Business Enterprise (WMBE), Small Business, and Other Favored Businesses: Some NJPA Members give formal preference to certain types of vendors or contractors. Proposers should document WMBE (or other) status for both their organization and for any affiliates (e.g., supplier networks) involved in fulfilling the terms of this RFP. The ability of a Proposer to provide preferred business entity "credits" to NJPA and NJPA Members under a Contract will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation.

6.35 Environmentally Preferred Purchasing Opportunities: Many NJPA Members consider the environmental impact of the products and services they purchase. "Green" characteristics demonstrated by Proposers will be evaluated positively by NJPA and reflected in the "value added" area of the evaluation. Please identify any green characteristics of any offering in your proposal and identify the sanctioning body determining that characteristic. Where appropriate, please indicate which products have been certified as green and by which certifying agency.

6.36 Online Requisitioning Systems: When applicable, online requisitioning systems will be viewed as a value-added characteristic. Proposers should demonstrate how their system makes online ordering easier

for NJPA Members, including how Members could integrate their current e-Procurement or enterprise resource planning (ERP) systems into the Proposer’s ordering process.

6.37 Financing: The ability of the Proposer to provide financing solutions to Members for the products and services being proposed will be viewed as a value-added attribute.

6.38 Technology: Technological advances that appreciably improve the proposed products or services will be considered value-added attributes.

K. WAIVER OF FORMALITIES

6.39 NJPA reserves the right to waive minor formalities (or to accept minor irregularities) in any proposal, when it determines that considering the proposal may be in the best interest of its Members.

7 POST-AWARD OPERATING ISSUES

A. SUBSEQUENT AGREEMENTS

7.1 Purchase Order. Purchase orders for products and services may be executed between NJPA Members and the awarded Vendor (or Vendor’s sub-contractors) under this Contract. NJPA Members and Vendors must indicate on the face of such purchase orders that “This purchase order is issued under NJPA contract #XXXXXXX” (insert the relevant contract number). Purchase order flow and procedure will be developed jointly between NJPA and an awarded Vendor after an award is made.

7.2 Governing Law. Purchase orders must be construed in accordance with, and governed by, the laws of a competent jurisdiction with respect to the Member. (See also Section 8.5 of this RFP.) All provisions required by law to be included in the purchase order should be read and enforced as if they were included. If through mistake or otherwise any such provision is not included, then upon application of either party the Contract shall be physically amended to make such inclusion or correction. The venue for any litigation arising out of disputes related to purchase order will be a court of competent jurisdiction with respect to the Member.

7.3 Additional Terms and Conditions. Additional terms and conditions to a purchase order may be proposed by NJPA, NJPA Members, or Vendors. Acceptance of these additional terms and conditions is optional to all parties to the purchase order. One purpose of these additional terms and conditions is to address job- or industry-specific requirements of law such as prevailing wage legislation. Additional terms and conditions may also include specific local policy requirements and standard business practices of the issuing Member or the Vendor. Such additional terms and conditions are not considered valid to the extent that they interfere with the general purpose, intent, or currently established terms and conditions contain in this RFP document. For example, a Vendor and Member may agree to add a “net 30” payment requirement to the purchase order instead of applying a “net 10” requirement. But the added terms and conditions must not be less favorable to the Member unless NJPA, the Member, and the Vendor agree to a Contract amendment or similar modification.

7.4 Specialized Service Requirements. In the event that the NJPA Member desires service requirements or specialized performance requirements (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements) not addressed in the Contract resulting from this RFP, the NJPA Member and the Vendor may enter into a separate, standalone agreement, apart from a Contract resulting from this RFP. Any proposed service requirements or specialized performance requirements require pre-approval by the Vendor. Any separate agreement developed to address these specialized service or performance requirements is exclusively between the NJPA Member and Vendor. NJPA, its agents, and employees shall not be made a party to any claim for breach of such agreement. Product sourcing is not considered a service. NJPA Members will need to conduct procurements for any specialized services not identified as a part of or within the scope of the awarded Contract.

7.5 Performance Bond. At the request of the Member, a Vendor will provide all performance bonds typically and customarily required in their industry. These bonds will be issued pursuant to the requirements of purchase orders for products and services. If a purchase order is cancelled for lack of a required performance bond by the member agency, NJPA recommends that the current pending purchase order be canceled. Each Member has the final decision on purchase order continuation. Any performance bonding required by the Member, the Member's state laws, or by local policy is to be mutually agreed upon and secured between the Vendor and the Member.

7.6 Asset Management Contracts: Asset Management-type Contracts can be initiated under a Contract resulting from this RFP at any time during the term of this Contract. Such a contract could involve, for example, picking up, storing, repairing, inventorying, salvaging, and delivery products falling within the scope of this Contract. The intention in using Asset Management Contracts is to promote the long-term efficiency of NJPA's contracts by (among other things) extending the use and re-use of products. Asset Management Contracts cannot be created under this Contract unless they are executed within the authorized term of a Contract resulting from this RFP. The actual term of the Asset Management Contract may, however, extend beyond the expiration date of this Contract.

B. NJPA MEMBER SIGN-UP PROCEDURE

7.7 Awarded Vendors are responsible for familiarizing their sales and service forces with the various forms of NJPA membership documentation and will encourage and assist potential Members in establishing membership with NJPA. NJPA membership is available at no cost, obligation, or liability to the Member or the Vendor.

C. REPORTING OF SALES ACTIVITY

7.8 Awarded Vendors must report at least quarterly the total gross dollar volume of all products and services purchased by NJPA Members as it applies to this RFP and Contract. This report must include the name and address of the purchasing agency, Member number, amount of purchase, and a description of the items purchased.

7.8.1 Zero sales reports: Awarded Vendors must provide a quarterly Contract sales report regardless of the amount of sales.

D. AUDITS

7.9 NJPA relies substantially on the reasonable auditing efforts of both Members and awarded Vendors to ensure that Members are obtaining the products, services, pricing, and other benefits under all NJPA contracts. Nonetheless, the Vendor must retain and make available to NJPA all order and invoicing documentation related to purchases that Members make from the Vendor under the awarded Contract. NJPA must not request such information more than once per calendar year, and NJPA must make such requests in writing with at least fourteen (14) days' notice. NJPA may employ an independent auditor at its own expense or conduct an audit on its own. In either event, the Vendor agrees to cooperate fully with NJPA or its agents in order to ensure compliance with this Contract.

E. HUB PARTNER

7.10 Hub Partner: NJPA Members may request special services through a "Hub Partner" for the purpose of complying with a law, regulation, or rule that an NJPA Member deems to apply in its jurisdiction. Hub Partners may bring value to the proposed transactions through consultancy, through qualifying for disadvantaged business entity credits, or through other means.

7.11 Hub Partner Fees: NJPA Members are responsible for any transaction fees, costs, or expenses that arise under this Contract for special service provided by the Hub Partner. The fees, costs, or expenses levied by the Hub Vendor must be clearly itemized in the transaction documentation. To the extent that the Vendor

stands in the chain of title during a transaction resulting from this RFP, the documentation must clearly indicate that the transaction is “Executed for the Benefit of [NJPA Member name].”

F. TRADE-INS

7.12 The value in US Dollars for Trade-ins will be negotiated between NJPA or an NJPA Member, and an Awarded Vendor. That identified “Trade-In” value shall be viewed as a down payment and credited in full against the NJPA purchase price identified in a purchase order issued pursuant to any Awarded NJPA procurement contract. The full value of the trade-in will be consideration.

G. OUT OF STOCK NOTIFICATION

7.13 The Vendor must immediately notify NJPA Members when they order an out-of-stock item. The Vendor must also tell the Member when the item will be available and whether there are equivalent substitutes. The Member must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

H. CONTRACT TERMINATION FOR CAUSE AND WITHOUT CAUSE

7.14 NJPA reserves the right to cancel all or any part of this Contract if the Vendor fails to fulfill any material obligation, term, or condition as described in the following procedure. Before any such termination for cause, the NJPA will provide written notice to the Vendor, an opportunity to respond, and a reasonable opportunity to cure the breach. The following are some examples of material breaches.

7.14.1 The Vendor provides products or services that do not meet reasonable quality standards and that are not remedied under the warranty;

7.14.2 The Vendor fails to ship the products or to provide the services within a reasonable amount of time;

7.14.3 NJPA reasonably believes that the Vendor will not or cannot perform to the requirements or expectations of the Contract, NJPA issues a request for assurance, and the Vendor fails to respond;

7.14.4 The Vendor fails to fulfill any of the material terms and conditions of the Contract;

7.14.5 The Vendor fails to follow the established procedure for purchase orders, invoices, or receipt of funds as established by NJPA and the Vendor;

7.14.6 The Vendor fails to properly report quarterly sales;

7.14.7 The Vendor fails to actively market this Contract within the guidelines provided in this RFP and defined in the NJPA contract launch.

7.15 Upon receipt of the written notice of breach, the Vendor will have ten (10) business days to provide a satisfactory response to NJPA. If the Vendor fails to reasonably address all issues in the written notice, NJPA may terminate the Contract immediately. If NJPA allows the Vendor more time to remedy the breach, such forbearance does not limit NJPA’s authority to immediately terminate the Contract for continued breaches for which notice was given to the Vendor. Termination of the Contract for cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.16 NJPA may terminate the Contract if the Vendor files for bankruptcy protection or is acquired by an independent third party. The Vendor must disclose to NJPA any litigation, bankruptcy, or

suspensions/disbarments that occur during the Contract period. Failure to disclose such information authorizes NJPA to immediately terminate the Contract.

7.17 NJPA may terminate the Contract without cause by giving the Vendor sixty (60) days' written notice of termination. Termination of the Contract without cause does not relieve either party of the financial, product, or service obligations incurred before the termination.

7.18 NJPA may immediately terminate any Contract without further obligation if any NJPA employee significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of NJPA has colluded with any Proposer for personal gain. NJPA may also immediately cancel a Contract if it finds that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Vendor or any agent or representative of the Vendor, to any employee of NJPA. Such terminations are effective upon written notice from NJPA or at a later date designated in the notice. Termination of the Contract does not relieve either party of the financial, product, or service obligations incurred before the termination.

8 GENERAL TERMS AND CONDITIONS

8. ADVERTISING A CONTRACT RESULTING FROM THIS RFP

8.1 Proposer/Vendor must not advertise or publish information concerning this Contract before the award is announced by NJPA. Once the award is made, a Vendor is expected to advertise the awarded Contract to both current and potential NJPA Members.

B. APPLICABLE LAW

8.2 [This section is intentionally blank.]

8.3 NJPA Compliance with Minnesota Procurement Law: NJPA has designed its procurement process to comply with best practices in the State of Minnesota. NJPA's solicitation methods are also created to comply with many of the various requirements that our Members must satisfy in their own procurement processes. But these requirements may differ considerably and may change from time to time. So each NJPA Member must make its own determination whether NJPA's solicitation process satisfies the procurement rules in the Member's jurisdiction.

8.4 Governing law with respect to delivery and acceptance: All applicable portions of the Minnesota Uniform Commercial Code, all other applicable Minnesota laws, and the applicable laws and rules of delivery and inspection of the Federal Acquisition Regulations (FAR) laws will govern NJPA contracts resulting from this solicitation.

8.5 Jurisdiction: Any claims that arise against NJPA pertaining to this RFP, and any resulting contract that develops between NJPA and any other party, must be brought only in courts in Todd County in the State of Minnesota unless otherwise agreed to.

8.5.1 Purchase orders or other agreements created pursuant to a contract resulting from this solicitation must be construed in accordance with, and governed by, the laws of the issuing Member. Any claim arising from such a purchase order or agreement must be filed and venued in a court of competent jurisdiction of the Member unless otherwise agreed to.

8.6 through 8.7 [This section is intentionally blank.]

8.8 Indemnification: Each party is responsible for its own acts and is not responsible for the acts of the other party and the results thereof. NJPA's liability is governed by the Minnesota Tort Claims Act (Minn. Stat. §3.736) and other applicable law.

8.9 Prevailing wage: The Vendor must comply with applicable prevailing wage legislation in effect in the jurisdiction of the NJPA Member. The Vendor must monitor the prevailing wage rates as established by the appropriate federal governmental entity during the term of this Contract and adjust wage rates accordingly.

8.10 Patent and copyright infringement: The Vendor agrees to indemnify and hold harmless NJPA and NJPA Members against any and all suits, claims, judgments, and costs instituted or recovered against the Vendor, NJPA, or NJPA Members by any person on account of the use or sale of any articles by NJPA or NJPA Members if the Vendor supplied such articles in violation of applicable patent or copyright laws.

C. ASSIGNMENT OF CONTRACT

8.11 No right or interest in this Contract may be assigned or transferred by the Vendor without prior written permission by the NJPA. No delegation of any duty of the Vendor under this Contract may be made without prior written permission of the NJPA. NJPA will notify Members by posting approved assignments on the NJPA website (www.njpacoop.org).

8.12 If the original Vendor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor-in-interest must perform all obligations under this Contract. NJPA reserves the right to reject the acquiring entity as a Vendor. A change of name agreement will not change the contractual obligations of the Vendor.

D. LIST OF PROPOSERS

8.13 NJPA will not maintain a list of interested proposers, nor will it automatically send RFPs to them. All interested proposers must request the RFP as a result of NJPA's national solicitation advertisements. Because of the wide scope of the potential Members and qualified national suppliers, NJPA has determined this to be the best method of fairly soliciting proposals.

E. CAPTIONS, HEADINGS, AND ILLUSTRATIONS

8.14 The captions, illustrations, headings, and subheadings in this RFP are for convenience and ease of understanding and in no way define or limit the scope or intent of this request.

F. DATA PRACTICES

8.15 All materials submitted in response to this RFP become NJPA's property and become public records (under Minn. Stat. §13.591) after the evaluation process is completed. If the Proposer submits information in response to this RFP that it requests to be classified as nonpublic information (as defined by the Minnesota Government Data Practices Act, Minn. Stat. §13.37), the Proposer must meet the following requirements.

8.15.1 The Proposer must make the request within thirty (30) days of the award/nonaward notification, and include the appropriate statutory justification. Pricing, marketing plans, and financial information is generally not redactable. The NJPA Legal Department will review the request to determine whether the information can be withheld or redacted. If NJPA determines that it must disclose the information upon a proper request for such information, NJPA will inform the Proposer of such determination.

8.15.2 The Proposer must defend any action seeking release of the materials that it believes to be nonpublic information, and it must indemnify and hold harmless NJPA, its agents, and employees, from any judgments or damages awarded against NJPA in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives the term of any contract awarded under this RFP. In submitting a response to this RFP, the Proposer agrees that this indemnification survives as long as NJPA possesses the confidential information.

8.16 [This section is intentionally blank.]

G. ENTIRE AGREEMENT

8.17 This Contract, as defined herein, constitutes the entire agreement between the parties to this Contract. A Contract resulting from this RFP is formed when the NJPA Board of Directors approves and signs the applicable Contract Award & Acceptance document (Form E).

H. FORCE MAJEURE

8.18 Except for payments of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented due to force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence including, but not limited to, the following: acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, flood, snow, earthquakes, tornadoes or violent wind, tsunamis, wind shears, squalls, Chinooks, blizzards, hail storms, volcanic eruptions, meteor strikes, famine, sink holes, avalanches, lockouts, injunctions-intervention-acts, terrorist events or failures or refusals to act by government authority and/or other similar occurrences where such party is unable to prevent by exercising reasonable diligence. The force majeure is deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and is deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with a Contract resulting from this RFP. Force majeure does not include late deliveries of products and services caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or other similar occurrences. If either party is delayed at any time by force majeure, then the delayed party must (if possible) notify the other party of such delay within forty-eight (48) hours.

8.19 through 8.20 [These sections are intentionally blank.]

I. LICENSES

8.21 The 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 NJPA and NJPA Members.

8.22 All responding Proposers must be licensed (where required) and must have the authority to sell and distribute the offered products and services to NJPA and NJPA Members. Documentation of the required licenses and authorities, if applicable, should be included in the Proposer's response to this RFP.

J. MATERIAL SUPPLIERS AND SUB-CONTRACTORS

8.23 The awarded Vendor must supply the names and addresses of sourcing suppliers and sub-contractors as a part of the purchase order when requested by NJPA or an NJPA Member.

K. NON-WAIVER OF RIGHTS

8.24 No failure of either party to exercise any power given to it hereunder, nor a failure to insist upon strict compliance by the other party with its obligations hereunder, nor a custom or practice of the parties at variance with the terms hereof, nor any payment under a Contract resulting from this RFP constitutes a waiver of either party's right to demand exact compliance with the terms hereof. Failure by NJPA to take action or to assert any right hereunder does not constitute a waiver of such right.

L. PROTESTS OF AWARDS MADE

8.25 And protests must be filed with NJPA's Executive Director and must be resolved in accordance with appropriate Minnesota rules. Protests will only be accepted from Proposers. A protest of an award or nonaward must be filed in writing with NJPA within ten (10) calendar days after the public notice or announcement of the award or nonaward. A protest must include the following items.

8.25.1 The name, address, and telephone number of the protester;

8.25.2 The original signature of the protester or its representative (you must document the authority of the representative);

8.25.3 Identification of the solicitation by RFP number;

8.25.4 Identification of the statute or procedure that is alleged to have been violated;

8.25.5 A precise statement of the relevant facts;

8.25.6 Identification of the issues to be resolved;

8.25.7 The aggrieved party's argument and supporting documentation;

8.25.8 The aggrieved party's statement of potential financial damages; and

8.25.9 A protest bond in the name of NJPA and in the amount of 10% of the aggrieved party's statement of potential financial damages.

M. SUSPENSION OR DISBARMENT STATUS

8.26 If within the past five (5) years, any firm, business, person or Proposer responding to an NJPA solicitation has been lawfully terminated, suspended, or precluded from participating in any public procurement activity with a federal, state, or local government or education agency, the Proposer must include a letter with its response setting forth the name and address of the public procurement unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Any failure to supply such a letter or to disclose pertinent information may result in the termination of a Contract. By signing the proposal affidavit, the Proposer certifies that no current suspension or debarment exists.

N. AFFIRMATIVE ACTION AND IMMIGRATION STATUS CERTIFICATION

8.27 An Affirmative Action Plan, Certificate of Affirmative Action, or other documentation regarding Affirmative Action may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

8.28 Immigration Status Certification may be required by NJPA or NJPA Members relating to a transaction from this RFP. Vendors must comply with any such requirements or requests.

O. SEVERABILITY

8.29 In the event that any of the terms of a Contract resulting from this RFP are in conflict with any rule, law, or statutory provision, or are otherwise unenforceable under the laws or regulations of any government or subdivision thereof, such terms will be deemed stricken from the Contract, but such invalidity or unenforceability shall not invalidate any of the other terms of an awarded Contract resulting from this RFP.

P. RELATIONSHIP OF PARTIES

8.30 No Contract resulting from this RFP may be considered a contract of employment. The relationship between NJPA and an awarded Vendor is one of independent contractors, each free to exercise judgment

and discretion with regard to the conduct of their respective businesses. The parties neither intend the proposed Contract to create, nor is to be construed as creating, a partnership, joint venture, master-servant, principal-agent, or any other, relationship. Except as provided elsewhere in this RFP, neither party may be held liable for acts of omission or commission of the other party and neither party is authorized or has the power to obligate the other party by contract, agreement, warranty, representation, or otherwise in any manner whatsoever except as may be expressly provided herein.

9 **FORMS**

[THE REST OF THIS PAGE HAS BEEN LEFT INTENTIONALLY BLANK.]



PROPOSER QUESTIONNAIRE- General Business Information
(Products, Pricing, Sector Specific, Services, Terms and Warranty are addressed on **Form P**)

Proposer Name: _____ Questionnaire completed by: _____

Please identify the person NJPA should correspond with from now through the Award process:

Name: _____ E-Mail address: _____

Please answer the questions below using the Microsoft Word® version of this document. This allows NJPA evaluators to cut and paste your answers into a separate worksheet. Place your answer directly below each question. NJPA prefers a brief but thorough response to each question. Please do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; mark “NA” if the question does not apply to you (preferably with an explanation). Please create a response that is easy to read and understand. For example, you may consider using a different font and color to distinguish your answer from the questions.

Company Information & Financial Strength

- 1) Provide the full legal name, mailing and email addresses, tax identification number, and telephone number for your business.
- 2) Provide a brief history of your company, including your company’s core values, business philosophy, and longevity in the ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES industry.
- 3) Provide a detailed description of the products and services that you are offering in your proposal.
- 4) What are your company’s expectations in the event of an award?
- 5) 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.
- 6) What is your US market share for the solutions that you are proposing? What is your Canadian market share, if any?
- 7) Has your business ever petitioned for bankruptcy protection? Please explain in detail.
- 8) 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.
 - a) If your company is best described as a distributor/dealer/reseller (or similar entity), please 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?
 - b) If your company is best described as a manufacturer or service provider, please 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?
- 9) 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.
- 10) Provide all “Suspension or Disbarment” information that has applied to your organization during the past ten years.
- 11) Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.

Industry Recognition & Marketplace Success

- 12) Describe any relevant industry awards or recognition that your company has received in the past five years.
- 13) Supply three references/testimonials from your customers who are eligible for NJPA membership. At a minimum, please include the entity's name, contact person, and phone number.
- 14) Provide a list of your top five governmental or educational customers (entity name is optional), including entity type, the state the entity is located in, scope of the projects, size of transactions, and dollar volumes from the past three years.
- 15) Indicate separately what percentages of your sales are to the government and education sectors in the past three years?
- 16) 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?
- 17) List any GSA contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?

Proposer's Ability to Sell and Deliver Service Nationwide

- 18) Describe your company's capability to meet NJPA Member's needs across the country. Your response should address at least the following areas.
 - a) Sales force.
 - b) Dealer network or other distribution methods.
 - c) Service force.

Please include details, such as the 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 employers (or employees of a third party), and any overlap between the sales and service functions.
- 19) Describe in detail the process and procedure of your customer service program, if applicable. Please include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.
- 20)
 - a) Identify any geographic areas of the United States that you will NOT be fully serving through the proposed contract.
 - b) Identify any NJPA Member sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Please explain your answer. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?
- 21) Define any specific contract requirements or restrictions that would apply to our Members in Hawaii and Alaska and in US Territories.

Marketing Plan

- 22) If you are awarded a contract, how will you train your sales management, dealer network, and direct sales teams (whichever apply) to ensure maximum impact? Please include how you will communicate your NJPA pricing and other contract detail to your sales force nationally.
- 23) Describe your marketing strategy for promoting this contract opportunity. Please include representative samples of your marketing materials in electronic format.
- 24) Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.

- 25) In your view, what is NJPA’s role in promoting contracts arising out of this RFP? How will you integrate an NJPA-awarded contract into your sales process?
- 26) 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.

Value-Added Attributes

- 27) Describe any product, equipment, maintenance, or operator training programs that you offer to NJPA Members. Please include details, such as whether training is standard or optional, who provides training, and any costs that apply.
- 28) Describe any technological advances that your proposed products or services offer.
- 29) 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.
- 30) Describe any Women or Minority Business Entity (WMBE) or Small Business Entity (SBE) accreditations that your company or hub partners have obtained.
- 31) What unique attributes does your company, your products, or your services offer to NJPA Members? What makes your proposed solutions unique in your industry as it applies to NJPA members?
- 32) Identify your ability and willingness to provide your products and services to NJPA member agencies in Canada.

NOTE: Questions regarding Payment Terms, Warranty, Products/Equipment/Services, Pricing and Delivery, and Industry Specific Items are addressed on Form P.

Signature: _____ Date: _____



PROPOSER INFORMATION

Company Name: _____

Address: _____

City/State/Zip: _____

Phone: _____ Fax: _____

Toll-Free Number: _____ E-mail: _____

Website Address: _____

COMPANY PERSONNEL CONTACTS

Authorized signer for your organization

Name: _____

Email: _____ Phone: _____

The person identified here must have proper signing authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer.

Who prepared your RFP response?

Name: _____ Title: _____

Email: _____ Phone: _____

Who is your company's primary contact person for this proposal?

Name: _____ Title: _____

Email: _____ Phone: _____

Other important contact information

Name: _____ Title: _____

Email: _____ Phone: _____

Name: _____ Title: _____

Email: _____ Phone: _____

Form C

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



Company Name: _____

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 NJPA or included in the final contract. NJPA 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	NJPA ACCEPTS

Proposer's Signature: _____ Date: _____

NJPA's clarification on exceptions listed above:

Contract Award
RFP #120617

FORM D



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

ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

In compliance with the Request for Proposal (RFP) for ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES, 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: _____ Date: _____

Company Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Title: _____

Authorized Signature: _____
(Name printed or typed)



Contract Acceptance and Award

(To be completed only by NJPA)

NJPA #120617 _____

Proposer's full legal name

Your proposal is hereby accepted, and a Contract is awarded. As an awarded Proposer, you are now bound to provide the defined products and services contained in your proposal offering according to all terms, conditions, and pricing set forth in this RFP, any amendments to this RFP, your response, and any exceptions accepted by NJPA.

The effective start date of the Contract will be _____, 20_____ and continue until- _____ (no later than the later of four years from the expiration date of the currently awarded contract or four years from the NJPA Board's contract award date). This contract may be extended for a fifth year at NJPA's discretion.

National Joint Powers Alliance® (NJPA)

NJPA Authorized signature: _____
NJPA Executive Director (Name printed or typed)

Awarded this _____ day of _____, 20_____ **NJPA Contract Number #120617**

NJPA Authorized signature: _____
NJPA Board Member (Name printed or typed)

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120617**

The Proposer hereby accepts this Contract award, including all accepted exceptions and NJPA clarifications.

Vendor Name _____

Vendor Authorized signature: _____
(Name printed or typed)

Title: _____

Executed this _____ day of _____, 20_____ **NJPA Contract Number #120617**

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 NJPA 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 NJPA, or any person, firm, or corporation under contract with NJPA, 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 NJPA 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 NJPA Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to NJPA 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 NJPA 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 NJPA for reasonable measures that NJPA 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: _____

Address: _____

City/State/Zip: _____

Telephone Number: _____

E-mail Address: _____

Authorized Signature: _____

Authorized Name (printed): _____

Title: _____

Date: _____

Notarized

Subscribed and sworn to before me this _____ day of _____, 20_____

Notary Public in and for the County of _____ State of _____

My commission expires: _____

Signature: _____



OVERALL EVALUATION AND CRITERIA

For the Proposed Subject ELECTRICAL ENERGY POWER GENERATION WITH RELATED PARTS, SUPPLIES, AND SERVICES

Conformance to RFP Terms and Conditions	50	
Financial Viability and Marketplace Success	75	
Ability to Sell and Deliver Service Nationwide	100	
Marketing Plan	50	
Value-Added Attributes	75	
Warranty	50	
Depth and Breadth of Offered Products and Related Services	200	
Pricing	400	
TOTAL POINTS	1000	

Reviewed by: _____ Its _____
 _____ Its _____



Form P

PROPOSER QUESTIONNAIRE

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

Proposer Name: _____

Questionnaire completed by: _____

Payment Terms and Financing Options

- 1) What are your payment terms (e.g., net 10, 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?.
- 3) Briefly describe your proposed order process. Please include enough detail to support your ability to report quarterly sales to NJPA. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the NJPA Members' purchase orders.
- 4) Do you accept the P-card procurement and payment process? If so, is there any additional cost to NJPA Members for using this process?

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.
 - Do your warranties cover all products, parts, and labor?
 - Do your warranties impose usage restrictions or other limitations that adversely affect coverage?
 - Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?
 - Are there any geographic regions of the United States for which you cannot provide a certified technician to perform warranty repairs? How will NJPA Members in these regions be provided service for warranty repair?
 - 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?
 - What are your proposed exchange and return programs and policies?
- 6) Describe any service contract options for the items included in your proposal.

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.
- 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 NJPA discounted price) on all of the items that you want NJPA to consider as part of your RFP response. 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.)

- 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.
- 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.
 - _____ d. other than what the Proposer typically offers (please describe).
- 11) Describe any quantity or volume discounts or rebate programs that you offer.
- 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.
- 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 inspection. Identify any parties that impose such costs and their relationship to the Proposer.
- 14) If delivery or shipping is an additional cost to the NJPA Member, describe in detail the complete shipping and delivery program.
- 15) Specifically describe those shipping and delivery programs for Alaska, Hawaii, Canada, or any offshore delivery.
- 16) Describe any unique distribution and/or delivery methods or options offered in your proposal.
- 17) Please specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with NJPA. This process includes ensuring that NJPA 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 NJPA.
- 18) Identify a proposed administrative fee that you will pay to NJPA for facilitating, managing, and promoting the NJPA 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.)

Industry-Specific Questions

- 19) Please specify product and voltage range the generator equipment that you are offering.
- 20) Describe your mobile or trailer mounted units, if any, and specify the ranges.
- 21) If you are providing trailers as part of a turnkey package, please provide details.
- 22) Describe how you will include customization and the pricing of such for the units.
- 23) Describe installation and service programs, and identify the associated services, service provider locations and pricing.
- 24) Describe any preventative maintenance or extended service coverage agreements.
- 25) Do you provide preventive, periodic or full maintenance plans/programs for the solutions you are proposing in this response?
- a. If so, provide a recommended service & maintenance agreement for a periodic/preventative and or full maintenance plan.
 - b. What are recommended service intervals?
- 26) Describe your rental agreements and pricing schedule.

- 27) Will you include used equipment and if so, provide a pricing strategy for these units.
- 28) Provide a general overview of your products EPA compliance.
- 29) Identify the lifecycle cost of ownership of your generator solutions.

Signature: _____ Date: _____



10 PRE-SUBMISSION CHECKLIST

Check when Completed	Contents of Your Bid Proposal	Hard Copy Required Signed and Dated	Electronic Copy Required - CD or Flash Drive
	Form A: Proposer Questionnaire with all questions answered completely	X - signature page only	X
	Form B: Proposer Information		X
	Form C: Exceptions to Proposal, Terms, Conditions, and Solutions Request	X	X
	Form D: Formal Offering of Proposal	X	X
	Form E. Contract Acceptance and Award		X
	Form F: Proposers Assurance of Compliance	X	X
	Form P: Proposer Questionnaire with all questions answered completely	X-signature page only	X
	Certificate of Insurance with \$1.5 million coverage	X	X
	Copy of all RFP Addendums issued by NJPA	X	X
	Pricing for all Products/Equipment/Services within the RFP being proposed		X
	Entire Proposal submittal including signed documents and forms.		X
	All forms in the Hard Copy Required Signed and Dated should be inserted in the front of the submitted response, unbound.		
	Package containing your proposal labeled and sealed with the following language: "Competitive Proposal Enclosed, Hold for Public Opening XX-XX-XXXX"		
	Response Package mailed and delivered prior to deadline to: NJPA, 202 12th St NE, Staples, MN 56479		

11 NJPA VENDOR PRICE AND PRODUCT CHANGE REQUEST FORM

Section 1. Instructions for Vendor

Requests for product or service changes, additions, or deletions will be considered at any time throughout the awarded contract term. All requests must be made in writing by completing sections 2, 3, and 4 of this NJPA Price and Product Change Request Form and signed by an authorized Vendor representative in section 5. All changes are subject to review by the NJPA Contracts & Compliance Manager and to approval by NJPA's Chief Procurement Officer. Submit request through email to your assigned NJPA Contract Administrator.

NJPA will determine whether the request is 1) within the scope of the original RFP, and 2) in the best interests of NJPA and NJPA Members. Approved Price and Product Change Request Forms will be signed and emailed to the Vendor contact.

The Vendor must complete this change request form and individually list or attach all items or services subject to change, must provide sufficiently detailed explanation and documentation for the change, and must include a complete restatement of pricing documentation in an appropriate format (preferably Microsoft® Excel®). The pricing document must identify all products and services being offered and must conform to the following NJPA product/price change naming convention: (Vendor Name) (NJPA Contract #) (effective pricing date); for example, "Acme Widget Company #012416-AWC eff. 01-01-2017."

NOTE: New pricing restatements must include all products and services offered regardless of whether their prices have changed and must include a new "effective date" on the pricing documents. This requirement reduces confusion by providing a single, current pricing sheet for each Vendor and creates a historical record of pricing.

ADDITIONS. New products and related services may be added to a contract if such additions are within the scope of the original RFP.

DELETIONS. New products and related services may be deleted from a contract if, for example, they are no longer available or have been modified to a point where they are outside the scope of the RFP.

PRICE CHANGES: Vendors may request price changes if they provide sufficient rationale for the change. For example, a Vendor that manufactures products that require substantial petroleum-related material might request a 3% price increase because of a 20% increase in petroleum costs.

Price decreases: NJPA expects Vendors to propose their very best prices and anticipates that price reductions might occur because of improved technologies or marketplace efficiencies.

Price increases: Acceptable price increases typically result from specific Vendor cost increases. The Vendor must include reasonable justification for the price increase and must not, for example, offer merely generalized statements about an increase in a cost-of-living index. Appropriate documentation should be attached to this form, including such items as letters from suppliers announcing price increases.

Refer to the RFP for complete "Pricing" details.

Section 2. Vendor Name and Type of Change Request

CHECK ALL CHANGES THAT APPLY:

AWARDED VENDOR NAME:

- Adding Products/Services
- Deleting Products/Services
- Price Increase
- Price Decrease

NJPA CONTRACT NUMBER:

Section 3. Detailed Explanation of Need for Changes

List the products and/or services that are changing or being added or deleted from the previous contract price list, along with the percentage change for each item or category. (Attach a separate, detailed document if changing more than 10 items.)

Provide a general statement and documentation explaining the reasons for these price and/or product changes.

EXAMPLES: 1) "All pricing for paper products and services are increased 5% because of increased raw material and transportation costs (see attached documentation of fuel and raw materials increase)." 2) "The 6400 series floor polisher is being added to the product list as a new model, replacing the 5400 series. The 6400 series 3% increase reflects technological changes that improve the polisher's efficiency and useful life. The 5400 series is now included in the "Hot List" at a 20% discount from the previous pricing until the remaining inventory is liquidated."

If adding products, state how these are within the scope of the original RFP.

If changing prices or adding products or services, state how the pricing is consistent with existing NJPA contract pricing.



Appendix A

NJPA The National Joint Powers Alliance® (NJPA), on behalf of NJPA and its current and potential Member agencies, which includes all governmental, higher education, K-12 education, not-for-profit, tribal governmental, and all other public agencies located in all fifty states, Canada, and internationally, issues this Request For Proposal (RFP) to result in a national contract solution.

For your reference, the links below include some, but not all, of the entities included in this proposal.

http://www.usa.gov/Agencies/Local_Government/Cities.shtml

<http://nces.ed.gov/globallocator/>

<https://harvester.census.gov/imls/search/index.asp>

<http://nccsweb.urban.org/PubApps/search.php>

<http://www.usa.gov/Government/Tribal-Sites/index.shtml>

<http://www.usa.gov/Agencies/State-and-Territories.shtml>

<http://www.nreca.coop/about-electric-cooperatives/member-directory/>

[Oregon](#)

[Hawaii](#)

[Washington](#)

Hawaii	Oregon	South Carolina	Utah	Washington
<p>Idaho</p> <p>Wilderness Ranch Fire Protection District</p> <p>Winoona Highway District</p> <p>Worley Fire District</p> <p>Worley Highway District</p> <p>State</p> <p>Idaho Department of Administration</p> <p>Idaho Department of Health and Welfare</p> <p>State Of Idaho</p> <p>Tribal</p> <p>Coeur d'Alene Tribe</p> <p>Kootenai Tribe of Idaho</p> <p>Nez Perce Tribal Enterprises</p> <p>Shoshone-Bannock Tribes</p>	<p>Colton Fire District</p> <p>Columbia Corridor Drainage Districts Joint Contracting Authority</p> <p>Columbia Health District</p> <p>Columbia</p> <p>Columbia River People's Utility District</p> <p>Columbia Soil and Water Conservation District</p> <p>Cos County Airport District</p> <p>Cos County Library Service District</p> <p>Coquille Indian Housing Authority</p> <p>Coquille Valley Hospital District</p> <p>Crocker-Walker Fire Protection District</p> <p>Cove Rural Fire Protection District</p> <p>Crooked River Ranch Special Road District</p> <p>Curry Health District</p> <p>Curry Public Library District</p> <p>Dallas Cemetery District No. 4</p> <p>Dean Ward Water District</p> <p>Deschutes County Fire District</p> <p>Deschutes County 911 Service District</p> <p>Deschutes County Rural Fire District No. 1</p> <p>Deschutes Valley Water District</p> <p>Devils Lake Water Improvement District</p> <p>Deuter Rural Fire Protection District</p> <p>Douglas County Fire District No. 2</p> <p>Douglas County Housing Authority</p> <p>Douglas County Water Conservation District</p> <p>Douglas County Rural Fire Protection District</p> <p>Dufur Recreation District</p> <p>Eagle Valley Soil and Water Conservation District</p> <p>East Fork Irrigation District</p> <p>East Multnomah Soil and Water Conservation District</p> <p>East Umatilla County Health District</p> <p>East Valley Water District</p> <p>Echo Rural Fire District</p> <p>Emery Rural Fire Protection District No. 11</p> <p>Emerald People's Utility District</p> <p>Estacada Rural Fire District No. 69</p> <p>Fairview Water District</p> <p>Fallon-Cove Beach Water District</p> <p>Farmers Irrigation District</p> <p>Gardiner Sanitary District</p> <p>Gaston Rural Fire District</p> <p>Geopline Fire Protection District</p> <p>Geopline Rural Fire Protection District</p> <p>Glendale Rural Fire Protection District</p> <p>Gleneden Sanitary District</p> <p>Goshen Fire District</p> <p>Government Camp Sanitary District</p> <p>Grand Ronde Sanitary District</p> <p>Grant County Transportation District</p> <p>Grant County Soil and Water Conservation District</p> <p>Grant Parish Water District</p> <p>Green Sanitary District</p> <p>Hahlen Road Special District</p> <p>Halsey-Seed Rural Fire Protection District</p> <p>Hamlet Rural Fire Protection District</p> <p>Harbor Sanitary District</p> <p>Harbor Water Public Utility District</p> <p>Harpes District Hospital</p> <p>Harris County Water Conservation District</p> <p>Harriman Rural Fire Protection District</p> <p>Haseldeb Rural Fire Protection District</p> <p>Hebo Joint Water and Sewer Authority</p> <p>Heets Water District</p> <p>Hermiston Cemetery District</p> <p>Hermiston Fire and Emergency Services District</p> <p>Hermiston Irrigation District</p> <p>Hood River Fire District</p> <p>Hood River County Water District</p> <p>Hood River County Transportation District</p> <p>Hood River Valley Parks and Recreation District</p> <p>Hoodland Fire District No. 74</p> <p>Hubbard Rural Fire Protection District</p> <p>Ice Fountain Water District</p> <p>Illinois Valley Rural Fire Protection District</p> <p>Jone Rural Fire Protection District</p> <p>Jones County Parks and Recreation Maintenance District</p> <p>Jackson County Fire District No. 3</p> <p>Jackson County Fire District No. 5</p> <p>Jackson County Fire District No. 5</p> <p>Jackson County Housing Authority</p> <p>Jackson County Library District</p> <p>Jackson County Vector Control District</p> <p>Jackson Soil and Water Conservation District</p> <p>Jafferson Rural Fire Protection District</p> <p>Jafferson Rural Fire Protection District</p> <p>Jardine City Rural Fire Protection District</p> <p>Juniper Flat Rural Fire Protection District</p> <p>Keating Soil and Water Conservation District</p> <p>Keizer Rural Fire Protection District</p> <p>Keno Fire Protection District</p> <p>Kerwille-Gleneden Beach-Lexich Beach Water District</p>	<p>South Carolina</p> <p>Township</p> <p>Township of Grand Meadow</p> <p>Tribal</p> <p>Charawba Indian Nation</p>	<p>Washington</p> <p>Petersen School District No. 50</p> <p>Pe Ell School District No. 301</p> <p>Pemrose School District No. 402</p> <p>Pemrose School District No. 402</p> <p>Pemrose School District No. 121</p> <p>Port Angeles School District No. 121</p> <p>Port Townsend School District No. 50</p> <p>Prescott School District No. 402-37</p> <p>Pride Prep Schools</p> <p>Prosser School District No. 116</p> <p>Puget Sound Educational Service District</p> <p>Pullman School District No. 107</p> <p>Puyallup School District No. 3</p> <p>Quest-Clearwater School District No. 20</p> <p>Quilicura School District No. 48</p> <p>Quillayute Valley School District No. 402</p> <p>Quincy School District No. 144</p> <p>Rainier School District No. 307</p> <p>Raymond School District No. 116</p> <p>Reardan School District No. 403</p> <p>Republic School District</p> <p>Richland School District No. 400</p> <p>Ridgely School District No. 122</p> <p>Ritzville School District</p> <p>Riverside School District</p> <p>Riverview School District No. 407</p> <p>Rogahne School District</p> <p>Rogahne School District No. 320</p> <p>Royal School District</p> <p>Saint James School District No. 449</p> <p>Satsop School District No. 104</p> <p>Seattle Public Schools</p> <p>Sedro-Woolley School District No. 101</p> <p>Selah School District No. 119</p> <p>Selkirk School District No. 76</p> <p>Shelton School District No. 323</p> <p>Show Island School District No. 10</p> <p>Shelton School District No. 309</p> <p>Shoreline School District No. 412</p> <p>Skykomish School District</p> <p>Snohomish School District No. 201</p> <p>Snoqualmie Valley School District No. 410</p> <p>Soope Lake School District No. 156</p> <p>South Fork School District</p> <p>South Kitsap School District No. 402</p> <p>South Whidbey School District No. 206</p> <p>Southside School District</p> <p>Spokane Public Schools</p> <p>Sprague School District</p> <p>St. John School District No. 322</p> <p>Stanwood-Cumano School District No. 401</p> <p>Stevenson School District No. 1</p> <p>Sturgeon School District No. 104</p> <p>Sturgeon School District No. 303</p> <p>Sturgeon-Carson School District No. 303</p> <p>Sultan School District No. 311</p> <p>Summit Valley School District 202</p> <p>Summer School District No. 320</p> <p>Sunnyside School District No. 201</p> <p>Tacoma School District No. 30</p> <p>Taholah School District No. 209</p> <p>Taholah School District No. 209</p> <p>Takoma School District No. 265</p> <p>Tanahmiah School District No. 409</p> <p>Tanahmiah School District No. 402</p> <p>Thorp School District No. 400</p> <p>Toledo School District No. 237</p> <p>Tonasket School District</p> <p>Toppenish School District No. 202</p> <p>Touret School District No. 300</p> <p>Town of Skamania School District No. 30</p> <p>Treadwell School District No. 4400</p> <p>Tukwila School District No. 406</p> <p>Tumwater School District No. 33</p> <p>Union Gap School District No. 2</p> <p>University Place School District No. 83</p> <p>Valley School District</p> <p>Valley School District No. 70</p> <p>Vanhook School District No. 37</p> <p>Vancouver School District No. 402</p> <p>Wahkiakum School District No. 200</p> <p>Wahkiakum School District No. 73</p> <p>Walla Walla School District</p> <p>Walla Walla School District No. 140</p> <p>Wapato School District No. 207</p> <p>Washington Risk Management Pool</p> <p>Washington State Fire Training Institute</p> <p>Washington State Fire Service District</p> <p>Washegal School District</p> <p>Washtucum School District</p> <p>Waterville School District No. 209</p> <p>Wellpint School District</p> <p>Wenatchee School District No. 246</p> <p>West Valley School District No. 208, Yakima County</p>	

Kamath County Fire District No. 1	Klamath County Fire District No. 383, Spokane County
Kamath County Library Service District	White Pass School District No. 309
Klamath Irrigation District	White River School District No. 416
Klamath Valley Fire District	White River School District No. 405-17
Klamath Valley Community Center District	Wilson School District No. 200
La Grande Rural Fire Protection District	Willapa Valley School District No. 160
La Pine Park and Recreation District	Wilson Creek School District
La Pine Rural Fire Protection District	Winlock School District No. 232
La Pine Water District	Wishkah Valley School District No. 117
Lake District Hospital	Woodland School District No. 404
Lake Grove Water District	Yakima School District No. 7
Lakeside Fire District No. 4	Yakima Community School District No. 2
Lane County Fire District No. 1	Zillah School District No. 205
Lane Library District	Special District
Lane Transit District	Acme Water District No. 18
Langlois Water District	Adams County Fire Protection District No. 1
Lafine Special Sewer District	Adams County Mosquito Control District
Lebanon Aquatic District	Aeneas Lake Irrigation District
Lebanon Fire District	Alpena Wood and Wastewater District
Lewis and Clark Rural Fire Protection District	Alpine Water District
Lewis and Clark Water District	Alpena Water District
Linn County Fire District No. 1	Alpena Water District
Linn County Library District	Annapolis Water Authority
Linn County Regional Fire Protection District	Asotin County Cemetery District No. 1
Lookingglass Rural Fire District	Asotin County Conservation District
Lorane Rural Fire Protection District	Asotin County Fire District No. 1
Lowell Rural Fire Protection District	Asotin County Housing Authority
Lower Umpqua Hospital District	Asotin County Public Utility District No. 1
Lusted Water District	Badger Mountain Irrigation District
Madras Aquatic Center District	Badger Mountain Irrigation District
Madras Community Center District	Basin City Water/Sewer District
Main Rural Fire Protection District	Bayview Beach Water District
Mapleton Water District	Beacon Hill Water and Sewer District
Marion County Fire District No. 1	Beehive Irrigation District
Marion Soil and Water Conservation District	Belfair Water District No. 1
Medford Irrigation District	Bellevue Convention Center Authority
Merrill Rural Fire Protection District	Bellingham Housing Authority
Mid-County Cemetery Maintenance District	Bellingham Public Development Authority
Midvale Irrigation District	Bellingham Water District
Midway Fire Protection District	Benton County Fire Protection District No. 1
Mill City Rural Fire Protection District	Benton County Fire Protection District No. 2
Milton-Freewater Water Control District	Benton County Fire Protection District No. 4
Mist-Birkenfeld Rural Fire Protection District	Benton County Fire Protection District No. 5
Mohawk Valley Rural Fire District	Benton County Fire Protection District No. 6
Mohawk River Improvement District	Benton County Mosquito Control District
Mohalla Rural Fire Protection District No. 73	Benton County Public Utility District No. 1
Monroe Rural Fire Protection District	Benton County Regional Fire District
Monte Vista Fire District	Benton County Water District
Mountain View Hospital District	Benton Fire Health District
Mt. Angel Fire District	Beverly Water District
Multnomah County Drainage District No. 1	Birch Bay Water and Sewer District
Multnomah County Rural Fire Protection District No. 10	Black Diamond Water District
Multnomah County Rural Fire Protection District No. 14	Bremerton Housing Authority
Neeka Beach-Oquir Water District	Buckhamon-Uphur County Airport Authority
Nasdown Regional Sanitary Authority	Burbank Irrigation District No. 4
Nasdown Regional Water District	Burbank Irrigation District No. 7
Nearctic Fire Protection District	Butte County Fire District No. 1
Nearctic-OceanSide Sanitary District	Cascade County Fire District
Nearctic-OceanSide Rural Fire Protection District	Cedar River Water and Sewer District
North Bay Rural Protection Fire District	Central Klickitat County Park and Recreation District
North Bend City/Coos-Curry Housing Authority	Central Pierce Fire and Rescue District No. 6
North Central Public Health District	Central Puget Sound Regional Transit Authority
North Clackamas Parks and Recreation District	Central Valley Ambulance Authority
North County Recreation District	Chelan County Fire District No. 1
North Clatsop County Fire Protection District	Chelan County Fire District No. 3
North Gilliam County Rural Fire Protection District	Chelan County Fire District No. 4
North Lincoln Fire and Rescue District No. 1	Chelan County Fire District No. 6
North Powder Rural Fire Protection District	Chelan County Fire District No. 7
North Sherman County Rural Fire Protection District	Chelan County Fire District No. 8
North Unit Irrigation District	Chelan County Fire District No. 9
Northwest Oregon Housing Authority	Chelan County Public Hospital District No. 1
Northern Wasco County Park and Recreation District	Chelan County Public Utility District No. 1
Northern Wasco County Regional Fire District	Chelan County Wenatchee Housing Authority
Northwest Oregon Housing Authority	Chickamauck Regional Fire District
Nyssa Road Assessment District No. 2	Chickawater District
Oak Hill Sanitary District	Chudand Community Forest Park District
Oak Lodge Sanitary District	Chillam Conservation District
Oceanside Water District	Chillam County Fire District No. 2
Odele Water District	Chillam County Fire District No. 5
Odele Sanitary District	Chillam County Fire District No. 6
Ontonagon Library District	Chillam County Fire Protection District No. 1
Oregon Fire Districts Association	Chillam County Fire Protection District No. 3
Oregon Infrastructure Finance Authority	Chillam County Fire Protection District No. 4
Oregon Trail Library District	Chillam County Hospital District No. 1
Oregon Water Warden/Jad Unit Sanitary District	Chillam County Park and Recreation District No. 1
Owyhee Irrigation District	Chillam County Public Hospital District No. 2
Pacific County Water Sanitary Authority	Chillam County Public Utility District No. 1
Palouse Community Center District	Clark County Fire District No. 10
Palouse Hill Water District	Clark County Fire District No. 11
Pemissula Drainage District No. 1	Clark County Fire District No. 13
Pemissula Drainage District No. 2	Clark County Fire District No. 5
Pillar Rock Fire Protection District	Clark County Fire Protection District No. 3
Pine Grove Rural Fire Protection District	Clark County Fire Protection District No. 6
Pleasant Hill Rural Fire Protection District	Clark County Public Utility District No. 1
	Clark Regional Wastewater District
	Cline Irrigation District

<p>Willams Rural Fire Protection District Willow Creek Park District Winchester Bay Sanitary District Winlock Fire District Woodburn Fire District Woodburn Rural Fire Protection District Yamhill County Housing Authority Yamhill Fire Protection District Youngs River Lewis and Clark Water District</p> <p>State</p> <p>Oregon Department of Administrative Services Oregon Department of Revenue Oregon Department of Transportation Oregon Higher Education Coordinating Commission Oregon Secretary of State Oregon State Board of Nursing State of Oregon</p> <p>Tribal</p> <p>Burns Paiute Tribe Confederated Tribes of Coos, Lower Umpqua and Siuslaw Indians Confederated Tribes of the Grand Ronde Community Confederated Tribes of the Umatilla Indian Reservation Confederated Tribes of the Warm Springs Coquille Indian Tribe Klamath Tribes</p>	<p>Highlands Sewer District Highline Water District Historic Seattle Preservation and Development Authority Hydro Irrigation District Huntley Water District Hydro Irrigation District No. 9 Icicle Irrigation District Inchelium Water District Irwin Water District No. 6 Island County Fire District No. 3 Island County Fire Protection District No. 1 Island County Housing Authority Island County Public Library District Jefferson County Fire District No. 5 Jefferson County Fire Protection District No. 1 Jefferson County Fire Protection District No. 3 Jefferson County Public Utility District No. 1 Jefferson County Water District No. 3 Jefferson Transit Authority Juniper Beach Water District Juniper Beach Sewer District Kenosha Housing Authority Kennewick Housing Authority Kennewick Irrigation District Kennewick Public Facilities District Kennewick Public Hospital District Kent Fire Department Regional Fire Authority Key Peninsula Metro Parks District King County Arts District No. 1 King County Fire District No. 1 King County Fire Protection District No. 16 King County Fire Protection District No. 2 King County Fire Protection District No. 20 King County Fire Protection District No. 25 King County Fire Protection District No. 27 King County Fire Protection District No. 28 King County Fire Protection District No. 34 King County Fire Protection District No. 37 King County Fire Protection District No. 40 King County Fire Protection District No. 43 King County Fire Protection District No. 44 King County Fire Protection District No. 45 King County Fire Protection District No. 47 King County Fire Protection District No. 50 King County Food Control District King County Hospital District No. 4 King County Housing Authority King County Public Hospital District No. 1 King County Public Hospital District No. 2 King County Water District No. 1 King County Water District No. 117 King County Water District No. 119 King County Water District No. 125 King County Water District No. 19 King County Water District No. 20 King County Water District No. 45 King County Water District No. 49 King County Water District No. 54 King County Water District No. 80 Kitsap Conservation District Kitsap County Consolidated Housing Authority Kitsap County Hospital District No. 1 Kitsap County Public Library District No. 1 Kitsap Public Health District Kittitas County Conservation District Kittitas County Fire District No. 2 Kittitas County Hospital District No. 7 Kittitas County Hospital District No. 2 Kittitas County Public Utility District No. 1 Kittitas County Water District No. 5 Kittitas County Water District No. 6 Kittitas County Water District No. 7 Klickitat County Fire District No. 14 Klickitat County Fire District No. 15 Klickitat County Fire District No. 1 Klickitat County Fire Protection District No. 4 Klickitat County Fire Protection District No. 5 Klickitat County Port District No. 1 Klickitat County Public Hospital District No. 1 Klickitat County Public Hospital District No. 2 Klickitat County Public Utility District No. 1 Lacey Fire District 13 Lake Chain Recreational District Lake Chain Sewer District Lake Stevens Water District Lake Stevens Sewer District Lake Wenatchee Water District Lake Whatcom Water and Sewer District Lakehaven Utility District Lakewood Water District Lenora Water and Sewer District</p>
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- Pend Oreille County Fire District No. 4
- Pend Oreille County Library District
- Pend Oreille County Public Library District No. 1
- Pend Oreille County Public Utility District No. 1
- Peninsula Housing Authority
- Peninsula Metropolitan Park District
- Peshastin Irrigation District
- Peshastin Water District
- Pierce Conservation District
- Pierce County Fire District No. 13
- Pierce County Fire District No. 16
- Pierce County Fire District No. 17
- Pierce County Fire District No. 23
- Pierce County Fire District No. 27
- Pierce County Fire District No. 3
- Pierce County Fire District No. 5
- Pierce County Fire District No. 8
- Pierce County Fire Protection District No. 14
- Pierce County Fire Protection District No. 2
- Pierce County Fire Protection District No. 21
- Pierce County Housing Authority
- Pike Place Market Preservation and Development Authority
- Point Roberts Water District No. 4
- Pondary Shores Water and Sewer District
- Port Ludlow Drainage District
- Prescott Joint Parks and Recreation District
- Prosser Fire District No. 3
- Public Hospital District
- Public Hospital District No. 3
- Public Utility District No. 1
- Payallup Tribal Health Authority
- Quilfate Housing Authority
- Quinnat Housing Authority
- Quincy-Columbia Basin Irrigation District
- Renton Housing Authority
- Renton Public Library District
- Richard Public Facility District
- Ronald Washwater District
- Roza Irrigation District
- Sachse Lake Sewer and Water District
- Sammamish Plateau Water and Sewer District
- San Juan Island Library District
- Saratoga Water District
- Sedro Woolley Water District
- Seattle Chisholm International District Preservation and Development Authority
- Seattle Housing Authority
- Seattle Southside Regional Tourism Authority
- Selah-Movee Irrigation District
- Si View Metropolitan Park District
- Silver Lake Flood Control District
- Silver Lake Water and Sewer District
- Skiway Water District
- Skagit County Cemetery District No. 2
- Skagit County Fire District No. 10
- Skagit County Fire District No. 11
- Skagit County Fire District No. 15
- Skagit County Fire District No. 9
- Skagit County Fire Protection District No. 13
- Skagit County Fire Protection District No. 14
- Skagit County Fire Protection District No. 2
- Skagit County Fire Protection District No. 3
- Skagit County Fire Protection District No. 4
- Skagit County Fire Protection District No. 5
- Skagit County Fire Protection District No. 8
- Skagit County Housing Authority
- Skagit County Public Hospital District No. 1
- Skagit County Public Hospital District No. 2
- Skagit County Public Hospital District No. 304
- Skagit County Public Utility District No. 1
- Skagit County Sewer District No. 1
- Skagit County Sewer District No. 2
- Skagit Valley Public Hospital District No. 1
- Stamania County Fire District No. 1
- Stamania County Fire District No. 4
- Stamania County Public Hospital District No. 1
- Stamania County Public Hospital District
- Skamania Water and Sewer District
- Skiway Water and Sewer District
- Snohomish County Fire District No. 15
- Snohomish County Fire District No. 16
- Snohomish County Fire District No. 19
- Snohomish County Fire District No. 26
- Snohomish County Fire District No. 5
- Snohomish County Fire Protection District No. 4
- Snohomish County Fire Protection District No. 17
- Snohomish County Fire Protection District No. 21
- Snohomish County Fire Protection District No. 22
- Snohomish County Fire Protection District No. 25
- Snohomish County Fire Protection District No. 28
- Snohomish County Fire Protection District No. 3
- Snohomish County Fire Protection District No. 7

- Whatcom County Fire District No. 1
- Whatcom County Fire District No. 11
- Whatcom County Fire District No. 14
- Whatcom County Fire District No. 15
- Whatcom County Fire District No. 16
- Whatcom County Fire District No. 4
- Whatcom County Fire District No. 5
- Whatcom County Fire District No. 7
- Whatcom County Fire District No. 8
- Whatcom County Public Utility District No. 1
- Whatcom County Water District No. 12
- Whatcom County Water District No. 13
- Whatcom County Water District No. 2
- Whatcom County Water District No. 7
- Whatcom Transportation Authority
- Whidbey Island Public Hospital District
- Whitestone Reclamation District
- Whitman County Fire District No. 11
- Whitman County Fire Protection District No. 12
- Whitman County Fire Protection District No. 14
- Whitman County Fire Protection District No. 2
- Whitman County Public Hospital District No. 3
- Whitman County Rural Library District
- Whitworth Water District No. 2
- Willapa Valley Water District
- William Shore Memorial Pool District
- Wine Science Center Development Authority
- Winthrop Fire District
- Woodville Water District
- Yakima County Fire District No. 1
- Yakima County Fire District No. 3
- Yakima County Fire District No. 4
- Yakima County Fire District No. 5
- Yakima County Fire District No. 6
- Yakima County Fire Protection District No. 12
- Yakima County Fire Protection District No. 14
- Yakima Regional Clean Air District
- Yakima Regional Clean Air Authority
- Yakima Rural County Library District
- Yakima-Tilton Irrigation District

State

- North Seattle Community College
- Seattle Colleges
- University of Washington
- Washington State Department of Enterprise Services
- Washington State Department of Health
- Washington State Department of Social and Health Services
- Washington State Health Care Authority

Tribal

- Columbia River Inter-Tribal Fish Commission
- Confederated Tribes of the Chehalis Reservation
- Confederated Tribes of the Colville Reservation
- Confederated Tribes of the Yavama Nation
- Cowitz Indian Tribe
- Hoh Indian Tribe
- Jameson S'Kallam Tribe
- Kallispel Tribe of Indians
- Lower Elwha Klallam Tribe
- Lummi Indian Nation
- Mishan Tribe
- Musqueam Indian Tribe
- Nisqually Indian Tribe
- Nookach Indian Tribe
- Port Gamble S'Kallam Tribe
- Puyallup Tribe of Indians
- Quilicate Indian Tribe
- Quinault Indian Nation
- Samsah Indian Nation
- Skiyapine Indian Tribe
- Skokomish Indian Tribe
- Snoqualmie Indian Tribe
- Spokane Tribe
- Squaxin Island Tribe
- Stillaguamish Tribe of Indians
- Susquamish Tribe
- Swinomish Indian Tribal Community
- Tulalip Tribes
- Upper Skagit Indian Tribe
- Yakama Indian Land Enterprise
- Yakama Nation and Enterprise

GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.D.

Attachment 3

Electric Generator ATS Proposal

Date: March 18, 2021

Project: Georgetown Divide PUD

Sourcewell Discounted Quote – Member's ID # 162786

**Holt of California, Inc is pleased to present the following quotation:
Installation**

STATEMENT OF WORK

- 1) Have USA North 811 mark out any utilities around proposed generator site.
- 2) Dig trench from proposed generator site to wall of building.
- 3) Install schedule 40 conduit for generator load, water heater jacket, battery charger and start/stop controls in trench.
- 4) Mount a NEMA 3 J-box under roof eave.
- 5) Install rigid conduits from J-box to schedule 40 conduits.
- 6) Install a 2,500psi concrete pad that measures 15ft L x 5 ½ft W x 1ft D.
- 7) Install new 600amp ATS on cinder block wall in electrical room.
- 8) Install 600 amp feeder and control wire and conduits from service breaker to new ATS.
- 9) Install 600 amp feeder and control wire and conduits from service load lugs to new ATS.
- 10) Install custom j-box over existing 3" chase nipples located next to Panel H that go through wall into service panel. Add (2) more holes and chase nipples
- 11) Receive, set and anchor (1) one D150 C7.1-150kW diesel generator.
- 12) Install 300amp feeder from generator to ATS.
- 13) Provide all necessary core drilling
- 14) Install (1) one water jacket heater circuit, (1) one battery charger circuit from Panel L to generator.
- 15) Install Start/Stop wiring from ATS to generator.
- 16) Complete generator, and ATS start-up.
- 17) Perform during off hours the new 600 amp feeders connections for the existing service and connections to the ATS

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Installation Cost**\$65,409.00****Installation Exclusions**

1. No liquidated damages or consequential damages included
2. No PG&E fees or costs included
3. Does not include performance or bid bond or their fees
4. No engineering, or drawings or any permits included
5. No painting, or furring included
6. No sprinkler engineering or work included at this time
7. No dumpster service or off-site removal of trash included
8. Temporary utilities- power, site water, fencing, security, signage, traffic control, sanitary facilities and parking are not included
9. Warranty beyond one year for workmanship
10. X-ray of concrete not included
11. No fuel included at this time

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Equipment & Start up

D150GC – C7.1 - 150kW Diesel Powered Generator Set **\$47,026.00**

STANDBY/EMERGENCY POWER
EPA STATIONARY EMERGENCY
2200 LISTED PACKAGE GEN SET
IBC SEISMIC CERT OF COMPLIANCE
D150GC - 60Hz 3PH 277V/480V
ALTERNATOR M2256L4 KE - 130C TEMP RISE OVER 40C AMB
GCCP 1.2 CONTROL PANEL
Two (2) YEARS STANDARD WARRANTY
NFPA 110 BUNDLE
VOLT FREE CONTACTS GENSET RUN
AUDIO & FUEL ALARM (90% LEVEL)
SINGLE CIRCUIT BREAKER
250A LSI 100% RATED BREAKER
AUXILIARY CONTACTS
SUB BASE TANK 399 GAL – 31 Hours Run Time at Full Load
5-Gallon Fill Spill Container
SEISMIC VIBRATION ISOLATOR
Standard vent pipe 12ft Extensions
SOUND ATTENUATED ENCLOSURE - CAT White
ENCLOSURE SILENCER
REMOTE ANNUNCIATOR
WET BATTERY
NFPA BATT CHARGER UL10A 120VAC
JACKET WATER HEATER
STANDARD FACTORY TEST - PKG GEN SET 0.8 PF
COOLANT RESERVIOR

TRUONECG – 600A Automatic Transfer Switch **\$6,290.00**

TRUONE CG CONTROLLER
DELAYED TRANSITION
STANDARD - NO BYPASS
NEMA 1 ENCLOSURE
600 AMPS
MECHANICAL LUGS - STANDARD
208 - 480V; 50/60Hz
THREE PHASE
SOLID NEUTRAL 260A - 600A
CONTACTOR
TRUONE 6-#6-250M CABLES
2 ADDITIONAL I/O
2 NO and 2 NC

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Start Up Cost & Two Hour Load Test **\$5,386.00**

Total Project Cost **\$124,111.00**

(Estimated Sales tax is included in this quote)

Delivery

Pricing includes delivery on flat bed truck, off loading and setting Genset. Depending on time of delivery lead-time can change. Currently approximate lead-time is 10 to 12 weeks plus freight transit time.

Exception and Clarification:

This quote is based on verbal specifications, with the following exceptions/clarifications. No other sections or single lines diagrams were provided and we take exception to any other specifications except the ones listed in this paragraph.

Note: The material listed in this quotation is our interpretation of the system requirements. We do not guarantee quantities, descriptions, etc. other than those shown. This quotation and Accompanying Bill of Material is to be considered as one entity. Any item not included in the Bill of Material is hereby excluded from our offer. Any deviations or additions will be subject to a revised quotation and may result in additional charges.

Fuel required for initial start and test and refill after testing, will be supplied by others - not Holt of California.

One (1) copy of factory standard, operations and maintenance manuals.

Local AQMD Risk Management Policy may require a risk screening analysis, which is site specific. We can supply emission data and material for your use in this process. Based on the results of the risk screening analysis the equipment proposed may or may not be acceptable at your specific site. Any additional cost for emissions devices, parts, emission tests, or modifications to generator set will be the responsibility of contractor or/and owner.

CREDIT: Subject to approval.

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CANCELLATION POLICY: Rates for change orders and / or cancellations will be consistent with those of Holt of California and Caterpillar, Inc. at time of order.

This quote is valid for 30 days, and the following are **not** included, permitting, or permitting fees. FOB Job Site. The engine quoted is emissions rated, but the owner is advised to inquire with the local air quality authority regarding any specific requirements for aftermarket products not included with bill of materials.

WITH APPROVED CREDIT, TERMS OF PAYMENT ARE NET (30) DAYS FROM INVOICE DATE. CUSTOMER SHALL PAY A LATE CHARGE OF 1.5% PER MONTH OF ALL AMOUNTS PAST DUE. THE PLACE OF PAYMENT IS P.O. BOX 100001, SACRAMENTO, CALIFORNIA 95813.

Thank you for this opportunity to quote **CATERPILLAR** products. Please call if we may answer any questions, or be of further service.

Sincerely,

Michael Roulet
Product Support Rep
Power Systems Division
916-642-5426
mroulet@holtca.com

1. **PARTIES.** This Sale Order/Quotation ("Agreement") is made by and between Holt of California or Holt Rental Services dba The CAT Rental Store as seller ("Holt") and Customer described on the front of this Agreement as buyer and is effective when signed by Holt and Customer. This Agreement may be executed and delivered by facsimile.
2. **SALE OF GOODS.** Seller shall transfer and deliver to Customer, and Customer shall pay for and accept, the material and equipment described on the front of this Agreement ("Goods"). The time of delivery of the Goods shall be on or about the Estimated Delivery Date, provided that Holt may change the Estimated Delivery Date without Customer's consent, and Holt shall not be liable for delays in delivery of the Goods. The place of delivery shall be Holt's place of business. Risk of loss shall pass to Customer upon delivery of the Goods to Customer or to Customer's shipper.
3. **INSPECTION.** Customer shall have the right to inspect the Goods at the time and place of delivery before paying for or accepting them. Upon Customer's acceptance of the Goods, Customer shall be conclusively presumed to be satisfied with the condition and conformance of the Goods.
4. **WAIVER/AMENDMENTS.** The failure by Holt to enforce any provision hereof shall not constitute a waiver by Holt of such provisions, nor of any subsequent breach of the same, nor of any other provision hereof. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements or understandings of the parties. No amendment shall be binding unless in writing and signed by the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement. Any rule of construction to the effect that ambiguities

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are to be resolved against the drafting party shall not apply in interpreting this Agreement. No agent, employee or representative of Holt has the authority to bind Holt to any representation or warranty regarding the Goods that is not contained in this Agreement.

5. **LIMITATION OF ACTIONS.** Any action for breach of this Agreement must be commenced within one year after the facts giving rise to the cause of action. Customer waives the right to a trial by jury.
6. **ASSIGNMENT.** This Agreement may be assigned by Holt to a third party without the prior consent of Customer.
7. **ATTORNEY'S FEES.** In any litigation, arbitration or other proceeding by which one party seeks to enforce its rights under this Agreement (whether in contract, tort, or both), the prevailing party shall be awarded reasonable attorney's fees, costs, and expert witness fees.
8. **VENUE.** Any dispute that arises between the parties shall be resolved in the Superior Court of California, County of Sacramento or County of San Joaquin, California.
9. **CALIFORNIA LAW.** This Agreement, and any dispute between the parties, shall be governed by California law. If any provision of this Agreement is held to be invalid in whole or in part, the validity of the remaining provisions shall not be affected.
10. **INDEMNITY.** Customer shall take all necessary precautions regarding the Goods and protect all persons and property from injury or damage. CUSTOMER SHALL INDEMNIFY AND HOLD HOLT FREE AND HARMLESS AGAINST ANY AND ALL CLAIMS, LOSS, DAMAGE, LIABILITY, EXPENSE (INCLUDING ATTORNEY'S FEES) AND PENALTY OF ANY KIND OR NATURE WHATSOEVER, INCLUDING WITHOUT LIMITATION INJURIES OR DEATH TO PERSONS AND DAMAGE TO PROPERTY ARISING OUT OF THE USE, MAINTENANCE, OPERATION, STORAGE, INSTRUCTION, DELAY (INCLUDING ANY DELAY IN OR FAILURE OF DELIVERY), SELECTION, PURCHASE, ACCEPTANCE OR REJECTION, OWNERSHIP, CONDITION, REPAIR OR POSSESSION OF THE GOODS OR ITS HANDLING OR TRANSPORTATION EXCEPT CLAIMS ARISING THROUGH THE SOLE NEGLIGENCE OR WILLFUL MISCONDUCT OF HOLT, WHETHER ATTRIBUTABLE TO A DEFECT IN THE GOODS, THE MATERIAL USED THEREIN OR THE DESIGN, MANUFACTURE OR TESTING OF THE GOODS, REGARDLESS OF WHETHER ANY SUCH DEFECT IS DISCOVERED, OR WHETHER THE GOODS ARE IN POSSESSION OF CUSTOMER OR THE LOCATION OF THE GOODS. CUSTOMER IS FULLY AWARE AND ACKNOWLEDGES THERE IS A RISK OF INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS AND HEREBY ELECTS TO VOLUNTARILY ASSUME ALL OF THE ABOVE RISKS OF INJURY OR DAMAGE. CUSTOMER AGREES TO RELEASE AND DISCHARGE HOLT FROM ANY AND ALL RESPONSIBILITY OR LIABILITY FROM SUCH INJURY OR DAMAGE ARISING OUT OF THE USE OR OPERATION OF THE GOODS; AND CUSTOMER FURTHER AGREES TO WAIVE, RELEASE AND DISCHARGE ANY AND ALL CLAIMS FOR INJURY OR DAMAGE AGAINST HOLT WHICH CUSTOMER OTHERWISE MAY BE ENTITLED TO ASSERT.
11. **DISCLAIMER OF WARRANTIES/WAIVER OF DAMAGES.** EXCEPT AS OTHERWISE PROVIDED IN WRITING, NO WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE OR HAVE BEEN MADE OR AUTHORIZED BY HOLT WITH RESPECT TO THE GOODS AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY HOLT. CUSTOMER ACKNOWLEDGES THAT IF THERE IS A WARRANTY FOR THE GOODS, IT IS PROVIDED BY THE MANUFACTURER AND NOT BY HOLT. Customer acknowledges that it has selected the Goods on the basis of its own judgment and expressly disclaims any reliance upon any statements or representation made by Holt. Holt shall not be responsible to Customer for loss of use of Goods, loss of profits, or any other consequential damages. Holt shall not be liable for failure to deliver the Goods, or for any damages resulting from the selection, installation, operation or use of the Goods. Holt's liability regarding the Goods and/or this Agreement for any damages, whether arriving in contract, tort, or otherwise, shall be limited to the aggregate price of the Goods paid as of the date of the claim giving rise to the alleged damages.
12. **SECURITY INTEREST.** Customer hereby grants Holt a security interest in the Goods, including any attachments, accessions, and proceeds, to secure payment of the sales price and performance of Customer's obligations under this Agreement. Customer authorizes Holt to file such forms and documents as reasonably required by Holt to perfect its security interest, including but not limited to a UCC-1 financing statement with the California Secretary of State's Office. Holt shall have all of the rights of a secured party pursuant to the California Commercial Code until the Goods are paid in full.

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- 13. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding on Customer and its successors and assigns without regard to changes in the form of Customer’s business entity or name or membership.
- 14. **PURCHASE ORDER.** Holt shall not be bound by the terms of any purchase order issued by Customer unless signed by Holt. In the event of a conflict between any such purchase order and this Agreement, this Agreement shall control.

THE ATTACHED TERMS AND CONDITIONS ARE PART OF AND INCORPORATED IN THIS AGREEMENT. THIS AGREEMENT SHALL NOT BE CONSIDERED ENFORCEABLE UNTIL ACCEPTED BY HOLT AND EXECUTED BY ITS OFFICER. ANY INDIVIDUAL SIGNING THIS AGREEMENT REPRESENTS AND WARRANTS THAT HE/SHE IS AT LEAST 18 YEARS OLD AND HAS THE AUTHORITY TO BIND CUSTOMER TO THE TERMS OF THIS AGREEMENT.

DATED: 3/18/2021

DATED:

HOLT OF CALIFORNIA

CUSTOMER

Michael Roulet _____

Michael Roulet _____

Product Support Rep _____

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GDPUD BOARD MEETING OF APRIL 13, 2021

AGENDA ITEM 9.D.

Attachment 4 – Resolution 2021-XX

Approval of Equipment Replacement

RESOLUTION NO. 2021-XX

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT
APPROVING THE PURCHASE OF A 150KW DIESEL POWERED GENERATOR SET**

WHEREAS, The District's current backup generator has reached the end of its serviceable life and is in need of replacement; and

WHEREAS, Staff recommends replacing the generator with a CAT 150KW Diesel Powered Generator Set.

WHEREAS, the Fiscal Year 2020-2021 Operating Budget includes funding to replace the Generator: and

WHEREAS, the District obtained a grant from CAL OES for \$119,514.00

WHEREAS, Staff recommends purchasing one CAT 150KW Diesel Powered Generator Set for a total amount of 124,111.00

WHEREAS, the District's Procurement Policy and Procedures require Board authorization for purchases greater than \$45,000.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT THAT the General Manager is authorized to purchase one CAT 150KW diesel powered generator set for a total not to exceed amount of \$130,000.00.

PASSED AND ADOPTED by the Board of Directors of the Georgetown Divide Public Utility District at a meeting of said Board held on the 13th day of April 2021, by the following vote:

AYES:

NOES:

ABSENT/ABSTAIN:

Michael Saunders, President, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

Attest:

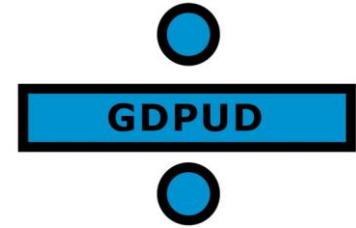
Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

CERTIFICATION

I hereby certify that the foregoing is a full, true and correct copy of Resolution 2021-XX duly and regularly adopted by the Board of Directors of the Georgetown Divide Public Utility District, County of El Dorado, State of California, on this 13th day of April 2021.

Jeff Nelson, Clerk and Ex officio
Secretary, Board of Directors
GEORGETOWN DIVIDE PUBLIC UTILITY DISTRICT

**REPORT TO THE BOARD OF DIRECTORS
BOARD MEETING OF April 13, 2021
AGENDA ITEM NO. 9.E.**



AGENDA SECTION: NEW BUSINESS

SUBJECT: NEW CUSTOMER REQUEST FOR FORGIVENESS ON THE FEE DIFFERENCE BETWEEN A 1.5-INCH-DIAMETER WATER METER AND A 1-INCH-DIAMETER METER

PREPARED BY: Darrell Creeks, Operations Manager

APPROVED BY: Jeff Nelson, PE, Interim General Manager

BACKGROUND

Mr. Enderlin is requesting the Board grant him forgiveness from the Board for the difference in costs between the base charges for a 1.5-inch-diameter water meter and a 1-inch-diameter water meter since he moved into the District. Mr. Enderlin moved into the area in October of 2020 and has been consistently paying his water bills on time. After talking with neighbors he realized his water bill was significantly higher than theirs. He called the District and spoke with Operations Manager Creeks about his water bill. After reviewing his account, Mr. Creeks informed Mr. Enderlin that his property has a 1.5-inch-diameter water meter, rather than a standard 1-inch-diameter meter, which his neighbors have. Mr. Enderlin states he was not aware he had a 1.5-inch-diameter meter and has since requested the District remove and replace it with a 1-inch-diameter meter. An internal work order has been prepared to complete the replacement of Mr. Enderlin's meter.

1.5-inch-diameter meter service is very rare in the District, especially for a single family home. The vast majority (about 99%) of residential water meters in the District are 1-inch-diameter or smaller. The base charge for a 1.5-inch-diameter meter is \$102.92 per month. The base charge for a 1-inch-diameter meter (or smaller) is \$30.88 per month.

DISCUSSION

Currently the base charge for a 1.5-inch-diameter meter is \$102.92 per month. The base charge for a 1-inch-diameter meter or smaller is \$30.88 per month. With a standard water meter, Mr. Enderlin's water bill would have been \$144.08 less per billing cycle.

FISCAL IMPACT

Approving this request would result in the District refunding (or applying a credit of) \$288.16 to Mr. Enderlin's account for the November/December and January/February billing cycles.

NEW CUSTOMER REQUEST

Board Meeting of April 13, 2014

Agenda Item 9E

CEQA ASSESSMENT

This is not a CEQA Project.

RECOMMENDED ACTION

Staff recommends the board consider this request from Mr. Enderlin to refund or credit his account in the amount of \$288.16.

ALTERNATIVES

Deny request and let Mr. Enderlin pay the current bill and start fresh with a smaller bill for this cycle.