



FINANCE

CITY OF LANCASTER, CA

RFP NO. 736-21

CATERING SERVICES – VACCINATION SITES

SUBMISSION DEADLINE

April 9, 2021

BY 2:00 P.M.

(13:59:59 – according to the City’s official proposal clock)

SUBMIT TO:

OFFICE OF THE CITY CLERK
LANCASTER CITY HALL
“RFP 736-21 CATERING SERVICES – VACCINATION SITES”
44933 FERN AVENUE
LANCASTER, CA 93534

For questions concerning this RFP, contact by e-mail only:
LAURA NORMAN – LNORMAN@CITYOFLANCASTERCA.ORG
PURCHASING AGENT

REQUEST FOR PROPOSALS (RFP) FOR CATERING SERVICES – VACCINATION SITES

INTRODUCTION

The City of Lancaster is a community of over 160,000 residents, located approximately one hour north of Los Angeles. The City has opened a COVID-19 vaccination site at the AV Fairgrounds in partnership with Kaiser Permanente and will be entering into another partnership with High Desert Medical Group to open an additional vaccination site at JetHawks stadium. Catering service is needed to provide a meal to those individuals staffing these sites.

SCOPE OF SERVICES

The City of Lancaster is seeking Proposals from qualified Vendors to provide catering service as outlined below:

Requirements:

- Provide 280 meals a day, Monday through Friday.
- Meals must be delivered to the two vaccination sites listed below by 10:30 am Monday through Friday.
 - AV Fairgrounds (180 meals a day)
2551 W Avenue H
Lancaster, CA 93536
 - JetHawks Stadium (100 meals a day)
45116 Valley Central Way
Lancaster, CA 93536
- Each meal must contain:
 - 1 Entrée (hot or cold)
 - 2 Sides (dessert can replace a side)
 - Must have a vegan and vegetarian option
- Meals must be individually packaged and must include a cutlery pack.
- Menu must be provided to City Staff by 9:00 am on Friday morning the week prior to scheduled meal deliveries.
 - Menu must provide a different option for each day of the week, including a vegan and vegetarian option.
 - City Staff will approve menu or request changes by 4:00 pm on Friday the week prior to scheduled meal deliveries. City Staff will also provide the number of vegan and vegetarian meals needed for the following week. Vendor must be able to accommodate requested changes.
- Catering services will be required on a month to month basis, as needed.
- Vendor must accept a PO not to exceed amount determined for the month.
- Vendor must provide invoice on Friday for the week of service.
- Payment will be available the following Friday, provided invoice is received and approved no later than Monday of the following week.

This RFP contains the information and documents necessary to prepare and submit a responsive Proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished Proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work

required within this Proposal and that it is capable of supplying a service to achieve the City's objectives. Requests for modifications to the submitted Proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the Proposals.

INSTRUCTIONS TO PROPOSERS

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing via email to Laura Norman at lnorman@cityoflancasterca.org prior to 10:00 A.M. Friday, April 2, 2021. The subject line should be "Question – RFP 736-21".

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Proposer.

CLARIFICATION STATEMENTS

For clarification purposes, the words "Consultant", "Proposer", "Supplier", "Company", "Vendor" and "Bidder" shall be read to be one and the same. The words "Contract", "Purchase Order", and "Agreement" shall be read to be one and the same. The words "Proposal", "Quote", and "Bid" shall be read to be one and the same. "City of Lancaster" and "City" shall be read to be one and the same. "Request for Proposal" and "RFP" shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of Proposals by the City, any contact initiated by any Proposer with any City representative, other than the representative listed herein, concerning this RFP is prohibited. Any such unauthorized contact may cause the disqualification of the Proposer from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in Proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information's use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A Proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind, and will be rejected if any such defect or irregularity can materially affect the quality of the Proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City's selection committee, such information

was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statements made by a Proposer shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Proposer, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Proposer and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Proposer. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals shall adhere to the following format for organization and content. Responses should emphasize the Proposer’s demonstrated ability to deliver these services. Expensive bindings, colored displays, promotional materials, etc. are not necessary or desired. Emphasis should be concentrated on completeness and clarity of content.

Proposals must include the following sections to facilitate evaluation:

1. Company Information

This section should include contact person information, address and telephone number of the company main office and branch offices that may provide service to the City.

2. Pricing

The Proposer shall provide pricing per meal. The Proposer shall provide pricing for all work necessary to conduct services as defined by Scope of Services, including food preparation, packaging, and delivery.

3. Sample Menu

The Proposer shall provide a one-week sample menu.

4. Experience

The Proposer shall provide any relevant experience with catering jobs similar to the size and scope that are requested in this RFP. Demonstrated experience in meeting the requirements of the RFP will be heavily weighted.

5. Permits and Licenses

The Proposer shall provide copies of all valid LA County Public Health permits and licenses, cottage permits, and last inspection grade.

6. Exceptions to Professional Services Agreement

The Proposer shall list any exceptions to the Professional Services Agreement or insurance requirements. Sample agreement is attached to this RFP.

7. Signature Sheet

Complete the Signature Sheet provided in this RFP document and include it in the Proposal submission.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Proposer discovers any ambiguity, conflict, discrepancy, omission or other error in this RFP or any of its appendices or exhibits, Proposer shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested Proposers may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all Proposers who have furnished or requested an RFP.

If Proposer fails to notify the City, prior to the date fixed for the submission of Proposals, of an error in the RFP known to the Proposer, or an error that reasonably should have been known to the Proposer, Proposer shall submit its Proposal at his/her own risk, and if Proposer is awarded a Contract, Proposer shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Proposers. Such Addendum shall also be posted on the City's website. Proposer shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement. Proposer shall be responsible for ensuring all addenda are included in its response.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Proposer shall ensure that the Proposal is signed by an authorized signatory.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Vendor or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right to make use of any information or idea contained in the Proposal.

Proposer must notify the City in advance of any proprietary or confidential materials contained in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Proposer from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Proposer to perform, and the Proposer shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the City that the Proposer is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT / PURCHASE ORDER

Award of Contract or Purchase Order will be made upon budget approval and City Council's approval if required. The City reserves the right to modify the Award of Contract or rejection thereof as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Proposer or Proposers whose Proposal and demonstrated experience best complies with the requirements of this RFP. The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work. The City reserves the right to award the contract to multiple Proposers should it be deemed in the best interest of the City.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

SCHEDULE OF AWARD

The City reserves the right to modify the content or schedule at any time, for any reason.

Event	Date
RFP Distribution	March 30, 2021
Last Day to Submit Questions	10:00 A.M., April 2, 2021
Proposal Due Date	2:00 P.M., April 9, 2021
Evaluation Complete	April 12, 2021
Council Award (if needed)	April 27, 2021
Contract Execution	April 28, 2021
Work to Begin	May 3, 2021

DUE DATES

All Proposals (an original and three copies) are due by 2:00 (13:59:59) P.M. on Friday, April 9, 2021. Any Proposal received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals must be clearly marked on the outside with the name of the Proposer and RFP title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in this RFP. Email and facsimile responses will not be considered. Any late Proposals shall be returned unopened, to the Proposer.

CONTRACT TERM

The term of the agreement shall be month to month, based on needs. The City will give as much notice as possible before closing of the vaccination sites.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Proposer agrees to enter into an Agreement with the City. In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- City's Request for Proposals and Addenda, if any
- Proposer's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After notification of intent to award Contract, the following Contract documents shall be signed within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Proposer.

- A. The Agreement in the form agreeable to both parties, properly executed by the Proposer.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy in accordance with the Insurance Requirements, Exhibit B.

No Agreement shall be binding upon the City until all documents are fully executed by the Proposer and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Proposer refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Proposer.

ADMINISTRATIVE CONTACTS

Any questions regarding contractual terms and conditions, proposal format, Scope of Services, or Insurance Requirements shall be directed to:

Laura Norman
Purchasing Agent
(661) 723-5845
lnorman@cityoflancasterca.org

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 736-21.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Proposer hereby certifies that it has:

- A declaration from the vendor(s), signed under penalty of perjury, stating that
 - Read each and every clause of this RFP and addenda.
 - Included all costs necessary to complete the specified work in its proposed prices.
 - Agreed that if it is awarded the Contract, it will make no claim against the City based upon misunderstanding of any provision of the Agreement. Should conditions turn out otherwise than anticipated by it, the Proposer agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Name of Firm: _____

Address: _____

Fed ID No: _____

Name (print): _____

Name (sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

SAMPLE AGREEMENT

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this "AGREEMENT") is made and entered into this ____ day of ____, 20__, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the "CITY"), and ____ (the "VENDOR").

RECITALS

WHEREAS, CITY desires to engage VENDOR to perform certain services, as provided herein, identified as:

RFP 736-21 CATERING SERVICES – VACCINATION SITES

NOW, THEREFORE, the parties agree as follows:

1. **Parties.**

The parties to this AGREEMENT are:

- A. CITY: City of Lancaster
- B. VENDOR: (company name)

2. **Notices.** All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

CITY City of Lancaster
 Attn: Josh Thomas
 44933 North Fern Avenue
 Lancaster, California 93534

VENDOR (Name, Title)
 (Company name)
 (address)
 (city, state zip)

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The VENDOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. VENDOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

- First: This AGREEMENT
- Second: The RFP
- Third: The VENDOR'S Proposal

6. **Description of Services.** CITY hereby engages VENDOR, and VENDOR accepts such engagement, to perform the professional services set forth in the "Scope of Services." VENDOR shall perform and provide, in a manner satisfactory to CITY, all services set forth in Scope of Services. The Department Director or their designee shall have the right to review and evaluate the quality of the services during the course of this AGREEMENT.

7. **Obligations of the CITY.** The total compensation to be paid by CITY to VENDOR for all services described in Scope of Services is not to exceed \$____. VENDOR'S fees and charges for the services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof.

8. **Obligations of the VENDOR.**

A. VENDOR shall perform as required by this AGREEMENT. VENDOR also warrants on behalf of itself and all Subcontractors engaged for the performance of this AGREEMENT.

B. VENDOR shall be responsible for payment of all employees' and Subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. **Hold Harmless and Indemnification.** VENDOR agrees to indemnify and hold harmless the CITY, its elected officials, officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to VENDOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. VENDOR agrees to defend CITY, its elected officials, officers, employees, and volunteers, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of VENDOR or on the part of its employees.

10. **Amendments.** Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Department Director, or their designee, and VENDOR.

11. **Non-Discrimination and Equal Employment Opportunity.**

A. In the performance of this AGREEMENT, VENDOR shall not discriminate against any employee, Subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. VENDOR will take affirmative action to ensure that Subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion

or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of VENDOR for personnel to perform any services under this AGREEMENT. CITY shall have access to all documents, data and records of VENDOR and its Subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

12. **Termination for Convenience.** The CITY may terminate this AGREEMENT at any time without cause by giving ten (10) days written notice to VENDOR of such termination and specifying the effective date thereof. City shall pay any undisputed outstanding invoices within fifteen (15) days of termination.

13. **Independent VENDOR.** VENDOR is an independent VENDOR and shall have no power or authority to incur any debt, obligation or liability on behalf of the CITY. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; VENDOR is an independent VENDOR.

14. **Insurance.**

A. The Vendor, at its expense, shall maintain in effect at all times during the term of this Agreement the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide:

Commercial General Liability

Each Occurrence	\$1,000,000
Per Project General Aggregate	\$2,000,000

Including Products/Completed Operations; Contractual Liability/Independent VENDORS;
Property Damage

(Coverage shall be at least as broad as ISO form CG2010 11/85 or CG2010 07/04 and CG2037 07/04 combined, or an equivalent providing ongoing and completed operations)

Commercial Automobile Liability

Combined Single Limit per Accident for

Bodily Injury and Property Damage	\$1,000,000
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(Coverage shall be at least as broad as ISO form CA00 01)

Workers Compensation

As Required by the State of California	Statutory Limits
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Employers' Liability

Each Accident	\$1,000,000
Bodily Injury by Disease	\$1,000,000
Each Employee	\$1,000,000

(A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation & Employers' Liability policies)

B. The Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insured's liability.

C. Any deductibles or self-insurance retentions must be declared and approved by the City. At the City's option, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. All insurance shall be primary and non-contributory as respects the City insured entities. Any insurance or self-insurance maintained by the City insured entities shall be in excess of the Vendor's insurance and shall not contribute with it.

E. Vendor shall furnish the City with Certificates of Insurance and with original endorsements effecting coverage required by this Agreement. Certificates of Insurance shall meet the following requirements:

(1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after 30 days' prior written notice (10 days' written notice for non-payment) to the City of Lancaster.

(2) List in the "Descriptions of Operations/Locations/Vehicles" section:
"RFP 736-21 CATERING SERVICES – VACCINATION SITES"

The City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned."

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

15. **Commencement and Completion of Services.** The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of VENDOR shall commence when the CITY, acting by and through its Department Director or their designee, has issued the Purchase Order.

VENDOR shall have no claim for compensation for any services or work which has not been authorized by the CITY's Purchase Order.

16. VENDOR's Warranties and Representations.

VENDOR warrants and represents to CITY as follows:

A. VENDOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for VENDOR, to solicit or obtain this AGREEMENT.

B. VENDOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for VENDOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, CITY shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. VENDOR has no knowledge that any officer or employee of the CITY has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the VENDOR, and that if any such interest comes to the knowledge of VENDOR at any time, a complete written disclosure of such interest will be made to CITY, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, VENDOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

17. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

18. **Governing Law**. This AGREEMENT shall be governed by the laws of the State of California.

19. **Effective Date**. This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether CITY or VENDOR, executes this AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Dated: _____

Company Name

By: _____
(Name, Title)

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

City Attorney