PALMDALE

a place to call home

CITY COUNCIL
CITY COUNCIL CHAMBER
38300 SIERRA HIGHWAY
SUITE B
PALMDALE, CA 93550
TUESDAY, APRIL 15, 2025
5:00 PM
www.cityofpalmdaleca.gov

WELCOME

1. **CALL MEETING TO ORDER**

Note: All City Council memberships are reflected in their City Council titles.

2. **ROLL CALL**
   MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN

3. **PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE**

PUBLIC COMMENT RULES

"(California Government Code Section 54954.3).
(a) Every agenda for regular meetings shall provide an opportunity for members of the public to directly address the legislative body on any item of interest to the public, before or during the legislative body's consideration of the item, that is within the subject matter jurisdiction of the legislative body, provided that no action shall be taken on any item not appearing on the agenda unless the action is otherwise authorized by subdivision (b) of Section 54954.2 [section omitted].

(b) (1) The legislative body of a local agency may adopt reasonable regulations to ensure that the intent of the subdivision (a) is carried out, including, but not limited to, regulations limiting the total amount of time allocated for public testimony on particular issues and for each individual speaker.

(2) Notwithstanding paragraph (1), when the legislative body of a local agency limits time for public comment, the legislative body of a local agency shall provide at least twice

the allotted time to a member of the public who utilizes a translator to ensure that non-English speakers receive the same opportunity to directly address the legislative body of a local agency."

In furtherance of Section 54954.3 of the Brown Act, the public is allotted to speak a total of two (2) minutes on the entirety of the Consent Calendar, Appointment(s), New Business and Closed Session, with two (2) minutes on each Public Hearing, and, if desired, an additional two (2) minutes on items not on the agenda that are within the subject matter jurisdiction of the City Council. As specified in the Brown Act, a speaker utilizing a translator will receive twice the amount of time specified.

4. **PUBLIC COMMENTS**
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION: Now is the time for public participation on items listed on the Consent Calendar, Appointment(s), New Business, and Closed Session. Each speaker is allotted two (2) minutes in total for the entirety of the above sections.

5. **CONSENT CALENDAR**
All matters listed under the Consent Calendar will be enacted by one motion unless an item(s) is pulled by Council, in which case the item(s) will be removed from the Consent Calendar and will be considered separately following this portion of the Agenda.

5.1 Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

5.2 Approve Down-Payment Assistance Program.
SR Down-Payment Assistance.docx
Atch 1 Down-Payment Assistance Program Overview.docx

5.3 Adopt Resolution No. CC 2025-025, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for fiscal year 2025-26 for the City of Palmdale Drainage Benefit Assessment Districts No. 1 and No. 2006-02.
SR Reso. No. CC 2025-025.docx
Reso. No. CC 2025-025.docx

5.4 Adopt Resolution No. CC 2025-026, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Reports for the continuation of the annual levy of assessments and designating the Engineer of Work for fiscal year 2025-26 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation

Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.
SR Reso. No. CC 2025-026.docx
Reso. No. CC 2025-026.docx

5.5 Adopt Resolution No. CC 2025-034, a Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles acting on behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Palmdale Water District - Zone E approving and accepting the negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 14 Entitled Annexation No. 464.
SR Reso. No. CC 2025-034.docx
Reso. No. CC 2025-034.docx
Transmittal Letter.pdf
Annex. No. 464 Map.pdf
Tax Transfer Worksheet.pdf
Joint Tax Sharing Reso.pdf

5.6 Approve Third Amendment to the Agreement with SOV Security for PN 872, Citywide Security Upgrades, increasing the agreement by $255,750 for the total not to exceed amount of $1,525,616 with an extension of 180 calendar days for a total of 596 calendar days.
SR Agrmt No. A-8149 Third Amendment with SOV Security.docx
Agrmt No. A-8149 Third Amendment with SOV Security.pdf
Agrmt No. A-8149 Second Amendment with SOV Security.pdf
Agrmt No. A-8149 First Supplemental with SOV Security.pdf
Agrmt No. A-8149 with SOV Security.pdf

5.7 Approve Third Amendment to the Agreement with Schneider Electric for professional services for PN 880, ESCO Energy Project, increasing the agreement by $84,450 for the total not to exceed amount of $15,336,605 with an extension of three months for a total term of 22 months.
SR Agrmt No. A-8161 Third Amendment with Schneider Electric.docx
Agrmt No. A-8161 Third Amendment with Schneider Electric.pdf
Agrmt No. A-8161 Second Amendment with Schneider Electric.pdf
Agrmt No. A-8161 First Amendment with Schneider Electric.pdf
Agrmt No. A-8161 with Schneider Electric.pdf

5.8 Approve requisition with National Auto Fleet for the purchase of two new Roadline GPMT Graffiti Trucks for a total not to exceed amount of $334,500; and approve requisition with Inland Kenworth (US), Inc. for the purchase of a new T880 Super

10 Dump Truck for a total not to exceed amount of $285,000; and approve requisition with Municipal Maintenance Equipment for the purchase of a new Petersen Lightning Loader for a total not to exceed amount of $295,000; and approve requisition with PB Loader Corporation for the purchase of a new B-5 Asphalt Truck for a total not to exceed amount of $360,000.

SR Req. No. 250913, Req. No. 250915, Req. No. 250917, and Req. No. 250930.docx
Req. No. 250913 with National Auto Fleet.pdf
Req. No. 250915 with Inland Kenworth (US), Inc.pdf
Req. No. 250917 with Municipal Maintenance Equipment.pdf
Req. No. 250930 with PB Loader Corporation.pdf
Sourcewell Contract No. 032824-NAF.pdf
Sourcewell Contract No. 032824-KTC.pdf
Sourcewell Contract No. 040621-PII.pdf
Sourcewell Contract No. 080521-PBL.pdf

5.9 Notice of Completion (NOC) - Accept public landscape improvements for Palmdale Terrace Apartments located at 2650 East Avenue Q-12.

SR NOC.docx
NOC.docx
Exh A List of Completed Public Improvements.docx
Exh B Site Map Location.docx
Site Photo.docx

5.10 Notice of Completion (NOC) - Accept public street improvements for Legacy Lane Industrial Building located at 40347 Legacy Lane.

SR NOC.docx
NOC.docx
Exh A List of Completed Public Improvements.docx
Exh B Site Map Location.docx
Site Photo.docx

5.11 Approve the minutes from the previous meeting.

Mins 04 01 2025.pdf
Mins 03 27 2025.pdf

6. APPOINTMENTS

6.1 Appoint one (1) member to serve on the Antelope Valley Mosquito and Vector Control District Board.

SR AV Mosquito Vector Appointment.docx
Apps Redacted.pdf

7. NEW BUSINESS

7.1 Adopt Resolution No. CC 2025-033, a Resolution of the City Council of the City of

Palmdale approving the Five Year Public Art Work Plan for projects in the City of Palmdale in accordance with Chapter 15.01 of the Palmdale Municipal Code.

SR Five Year Public Art Work Plan FY25-26.docx
Reso. No. CC 2025-033.docx
Exh A Five Year Work Plan.pdf
Exh B Five Year Public Art Work Plan Presentation.pdf

8. **CITY MANAGER'S REPORT**

9. **SHERIFF'S REPORT**

10. **NON-AGENDA PUBLIC COMMENTS*:***
Now is the time for public participation on items not listed on the agenda. Each speaker is allotted two (2) minutes total.

11. **COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS**

12. **PRESENTATION BY CITY ATTORNEY**

12.1 Conference with Legal Counsel – Existing Litigation
Marlene Jannet Hernandez Daniel, J. Stoneham, et al. vs. Marlene Jannet Hernandez, et al.
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1

12.2 Conference with Legal Counsel – Existing Litigation
Maithi Ricci v. City of Palmdale, et al.
This closed session is being held pursuant to the authority of California Government Code Section 54956.9(d)(1).

12.3 CONFERENCE WITH LEGAL COUNSEL—ANTICIPATED LITIGATION
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (1 potential case – facts and circumstances unknown to potential plaintiffs)

13. **ANNOUNCEMENT BY CITY ATTORNEY**

14. **ADJOURN** meeting to May 6, 2025, at 5:00 p.m. in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

Americans with Disabilities Act (ADA) Accommodations
In accordance with the Americans with Disabilities Act of 1990, if you require a disability-

related modification or accommodation to participate in this meeting, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

If you require oral translation, please contact the City Clerk's Office at (661) 267-5151 at least 48 hours prior to the meeting.

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **HOUSING DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **APPROVE DOWN-PAYMENT ASSISTANCE PROGRAM**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve the Down-Payment Assistance Program; and,

2. Authorize the City Manager Pro Tem or his designee to execute any documents related to the implementation of the Down-Payment Assistance Program and to review and approve non-substantial revisions to the program.

BACKGROUND

The City Council approved the five-year plan (The Plan) for the State of California Department of Housing and Community Development's (HCD) Permanent Local Housing Allocation (PLHA) Program on July 14, 2020. The PLHA funding is generated from the Building Homes and Jobs Act, SB2, which established a $75 recording fee on real estate documents to increase the supply of affordable housing in California. The Plan includes providing down-payment assistance to those trying to purchase their first home.

DISCUSSION

The Down-Payment Assistance Program (Program) has been designed to assist families and individuals who wish to purchase their first home but cannot secure a sufficient down payment or pay closing costs.

The Program offers a limited number of deferred-payment second trust deed loans. It is designed to provide qualified households with down payment and closing cost assistance when purchasing a single-family home (detached or attached), condominium, or townhome in the City of Palmdale.

This Program aims to offset some of the impact of high housing costs on households while encouraging investment in the community. The Program will assist households whose incomes are up to 150% of the Area Median Income (AMI) by providing down payment and closing cost assistance for up to 49% of the purchase price, not to exceed $200,000 based on need.

Potential homebuyers must not have had an ownership interest in a principal residence at any time within the past three (3) years; are required to provide a minimum of 3% of the purchase price as their portion of the down payment; must complete an approved in-person Homebuyer Education course; and must execute all documents related to the City loan including Affordable Housing Covenants, Conditions, and Restrictions.

The provision of assistance, in accordance with the Program, promotes owner-occupied homeownership and provides an investment in our community.

FISCAL IMPACT

$410,100; Funds are budgeted in Down-Payment Assistance account. Additional funding may be identified through the budget process.

STRATEGIC PLAN

Goal IV: Maintain a desirable community where everyone wants to live, work and play.

D. Develop and maintain diverse programs and events that inspire growth, pride, and lifelong learning.

Prepared by:	Sophia Reyes, Director of Housing
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Atch 1 Down-Payment Assistance Program Overview

CITY OF PALMDALE
DOWN-PAYMENT ASSISTANCE PROGRAM

OVERVIEW

PROGRAM DESCRIPTION:

The Program offers down payment and closing cost assistance with a limited number of zero-interest, deferred-payment second trust deed loans. It is specifically designed to provide qualified households with down-payment and closing costs assistance when purchasing a house in the City of Palmdale.

The Program has been designed to assist families and individuals who wish to purchase a home but cannot secure a sufficient down payment or afford high closing costs to qualify for an affordable loan. This Program intends to offset some of the impact of high housing costs on households while encouraging investment in the community. A Program loan provides down payment and closing cost assistance as a silent second mortgage to eligible first-time purchasers in the City of Palmdale. To qualify as a first-time home buyer, the Participant cannot have held an ownership interest in any property for the last 3 years.

Participants will be pre-screened for participation in the Program based on a basic eligibility questionnaire. Once screened, the Participant will submit a full application. The Participant will work with a primary lender and real estate agent to establish primary mortgage funding and locate a residence within the City. The participant will be required to complete an 8-hour Homebuyer Education Program Seminar before the close of escrow.

The Participant must contribute no less than 3% of the purchase price of the home as their portion of the down payment. The primary lender must provide a fully amortized, 30-year fixed-rate mortgage. No adjustable-rate mortgages are acceptable under this Program. The City will provide a zero-interest 30-year deferred second mortgage. The combination of the Participant's down payment and the primary and secondary mortgage allows for an affordable monthly housing cost. The Participant must occupy the residence as their primary residence for the term of the Program loan.

The Program also requires the execution of a Loan Agreement, Promissory Note, Second Deed of Trust, and Covenants, Conditions, and Restrictions (C,C & R's), which include the terms on the transfer of the property before the full term of the Program loan.

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1, 2**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-025, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2025-26 FOR THE CITY OF PALMDALE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-025, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work fiscal year 2025-26 for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02; and,

2. Authorize the Mayor to execute Resolution No. CC 2025-025, directing the preparation of the annual Engineer's Report for the continuation of the annual levy of assessments and designating the Engineer of Work for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02.

BACKGROUND

During the entitlement review of the Anaverde and Ritter Ranch developments, it was determined that the formations of drainage benefit assessment districts were necessary to fund the maintenance of drainage facilities for each of these Master Planned Communities. As a result, the formations of the Drainage Benefit Assessment Districts No. 1 (Anaverde), and No. 2006-02 (Ritter Ranch) were approved by the property owners on May 12, 2004, and January 3, 2007, respectively, pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution.

The purpose of the Drainage Benefit Assessment Districts is to fund the installation, construction, or maintenance of any authorized improvements under the Benefit Assessment Act of 1982 (California Government Code Section 54703 et seq.). These improvements include but are not limited to drainage improvements and any facilities appurtenant to those improvements or necessary or convenient for their maintenance and servicing.

DISCUSSION

Resolution No. CC 2025-025 designates NBS as the Engineer of Work and directs the preparation of the annual Engineer's Report for Fiscal Year 2025-26 for the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02.

Each year, for the City to continue to levy annual assessments within the Drainage Benefit Assessment Districts, the City must have a detailed Engineer's Report approved by the City Council. The attached resolution, ordering the preparation of the combined annual Engineer's Report, initiates the proceedings for the annual levy of assessments for the Drainage Benefit Assessment Districts No. 1, and No. 2006-02 for Fiscal Year 2025-26.

The annual Engineer's Report will be presented to the City Council at the June 3, 2025, meeting. A public hearing will be held on July 1, 2025, at the City Council meeting to accept public testimony regarding the annual report and authorize the levy of assessments for Fiscal Year 2025-26.

FISCAL IMPACT

Levy amounts will be included with the Engineer's Report to be presented at the June 3, 2025, City Council meeting.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs and liabilities to ensure the City's long-term fiscal health.

B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing annual spending.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Reso. No. CC 2025-025

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2025-26 FOR THE DRAINAGE BENEFIT ASSESSMENT DISTRICTS NO. 1, AND NO. 2006-02

WHEREAS, the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02 (the “Assessment Districts” or “Districts”) were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution, and the "Benefit Assessment Act of 1982" (the “Act”), being Chapter 6.4 of Part 1 of Division 2 of Title 5 of the Government Code of the State of California (commencing with Section 54703 thereof).

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby proposes to continue to levy and collect annual assessments against the lots and parcels of land within the City of Palmdale Drainage Benefit Assessment Districts No. 1, and No. 2006-02 to pay for the costs and expenses of the improvements described in Section 3 below, for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the Act, and as provided by Article XIIID of the California Constitution.

SECTION 2. The purpose of the Assessment Districts is for the installation, maintenance, and servicing of public improvements, as described in Section 3 below.

SECTION 3. Within the Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, construction or maintenance of any authorized improvements under the Act, including, but not limited to, drainage improvements and any facilities which are appurtenant to those improvements or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 4. NBS is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 6.4 of the Act and Article XIIID of the California Constitution. Upon completion, the Engineer of Work shall file the Engineer's Report with the City Clerk for submission to the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of April, 2025.

Approved as to form:

_____
Richard J. Loa, Mayor

ATTEST:

_____
Alexandra Halfman,
Acting City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 15th day of April, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-026, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORTS FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2025-26 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS**

RECOMMENDATION

Staff recommend that the City Council:

1. Adopt Resolution No. CC 2025-026, a Resolution of the City Council of the City of Palmdale directing the preparation of the annual Engineer's Reports for the continuation of the annual levy of assessments and designating the engineer of work for fiscal year 2025-26 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations; and,

2. Authorize the Mayor to execute Resolution No. CC 2025-026, directing the preparation of the annual Engineer's Reports for the continuation of the annual levy of assessments and designating the engineer of work for fiscal year 2025-26 for the City of Palmdale Landscape Maintenance Assessment Districts and Annexations, Park Maintenance and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations.

BACKGROUND

The City's Landscape Maintenance Assessment Districts and Annexations, Park Maintenance, and Recreation Improvement District, and Streetlight Maintenance Assessment Districts and Annexations (all together referred to as the "Districts") were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

The purpose of the Landscape Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices, and dry wells located in public places within the boundaries of the Landscape Maintenance Assessment Districts and Annexations.

The purpose of the Park Maintenance and Recreation Improvement District is to fund the installation, maintenance, and servicing of public parks and recreational facilities throughout the City.

The purpose of the Streetlight Maintenance Assessment Districts and Annexations is to fund the installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to, streetlights, traffic signals, and highway safety light improvements, and any facilities which are appurtenant to any of those mentioned above or which are necessary or convenient for the maintenance or servicing thereof.

DISCUSSION

Resolution No. CC 2025-026 designates NBS as the Engineer of Work and directs the preparation of the annual Engineer's Reports for Fiscal Year 2025-26 for each of these City Districts.

The Landscaping and Lighting Act of 1972 requires that the districts have a detailed engineer's report approved by the city council each year to continue the annual assessment levy. The attached resolution, ordering the preparation of the annual Engineer's Reports, initiates the proceedings for the annual assessment levy for the Districts for Fiscal Year 2025-26.

The annual Engineer's Reports will be presented to the City Council at the June 3, 2025, meeting. A public hearing will be held on July 1, 2025, at the City Council meeting to accept public testimony regarding the combined annual Engineer's Report and levy of assessments for Fiscal Year 2025-26.

FISCAL IMPACT

Levy amounts will be included with the combined annual Engineer's Reports presented at the June 3, 2025, City Council meeting.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs and liabilities to ensure the City's long-term fiscal health.

B. Establish healthy reserves for ongoing replacement and repair of capital while stabilizing annual spending.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Reso. No. CC 2025-026

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-026

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE DIRECTING THE PREPARATION OF THE ANNUAL ENGINEER'S REPORT FOR THE CONTINUATION OF THE ANNUAL LEVY OF ASSESSMENTS AND DESIGNATING THE ENGINEER OF WORK FOR FISCAL YEAR 2025-26 FOR THE CITY OF PALMDALE LANDSCAPE MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS, PARK MAINTENANCE AND RECREATION IMPROVEMENT DISTRICT, AND STREETLIGHT MAINTENANCE ASSESSMENT DISTRICTS AND ANNEXATIONS

WHEREAS, the City of Palmdale Landscape Maintenance Assessment Districts and Annexations (the “Landscape Assessment Districts”), Park Maintenance and Recreation Improvement District (the “Park District”), and Streetlight Maintenance Assessment Districts and Annexations (the “Streetlight Assessment Districts”, or all together as the “Districts”) were approved by property owners pursuant to mailed ballot elections conducted in accordance with Article XIIID of the California Constitution, and the Landscaping and Lighting Act of 1972 (the "Act"), Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof).

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby proposes to continue to levy annual assessments for existing City of Palmdale Districts and to levy and collect assessments against the lots and parcels of land within such Districts to pay for the costs and expenses of the improvements described in Section 3 below, for the fiscal year commencing July 1, 2025 and ending June 30, 2026, pursuant to the Act, and as provided by Article XIIID of the California Constitution.

SECTION 2. The purpose of the Districts is for the installation, maintenance and servicing of public improvements, as described in Section 3 below.

SECTION 3. Within the Landscape Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, maintenance and servicing of ornamental structures, landscaping, including trees, shrubs, grass and other ornamental vegetation, and appurtenant facilities, including irrigation systems, drainage devices and drywells located in public places within the boundaries of the Landscape Assessment Districts. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation and servicing of the ornamental structures, landscaping and appurtenant facilities, including repair,

removal or replacement of all or part of any of the ornamental structures, landscaping or appurtenant facilities; providing for the life, growth, health and beauty of the landscaping, including cultivation, irrigation, trimming, spraying, fertilizing and treating for disease or injury; the removal of trimmings, rubbish, debris and other solid waste. Servicing means the furnishing of electricity for the lighting and operation of the ornamental structures, landscaping, and appurtenant facilities, and water for the irrigation and control of the landscaping and the maintenance of any of the ornamental structures, landscaping, and appurtenant facilities.

Within the Park District, the existing and proposed improvements to be undertaken by the Park District are generally described as: installation, maintenance and servicing of public facilities, including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, amphitheaters, landscape corridors, ground cover, shrubs and trees, street frontages, multi-use trails, camp sites and picnic areas, equestrian facilities, playground equipment and hardcourt areas, senior and community centers, drainage systems, lighting, fencing, entry monuments, sport and recreation fields, concession stands, basketball courts, tennis courts, running tracks, aquatic parks, swimming pools and pool enclosures, other recreational facilities, security guards, and labor, materials, supplies, utilities and equipment, as applicable, for property owned, operated or maintained by the City of Palmdale. Whereas, installation means the construction of recreational improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, lights, playground equipment, play courts, recreational facilities, and public restrooms. Maintenance means the furnishing of services and materials for the ordinary and usual maintenance, operation, and servicing of said improvements, including repair, removal or replacement of all or part of any improvement; providing for the life, growth, health and beauty of landscaping; and cleaning, sandblasting and painting of walls and other improvements to remove or cover graffiti. Servicing means the furnishing of electric current or energy for the operation or lighting of any improvements, and water for irrigation of any landscaping or the maintenance of any other improvements.

Within the Streetlight Assessment Districts, the existing and proposed improvements to be undertaken may be briefly described as follows: the installation, maintenance, and servicing of any authorized improvements under the Act, including, but not limited to streetlight, traffic signal, and highway safety light improvements, and any facilities which are appurtenant to any of the aforementioned or which are necessary or convenient for the maintenance or servicing thereof.

SECTION 4. NBS is hereby designated as Engineer of Work for purposes of these proceedings and is hereby ordered to prepare an Engineer's Report in accordance with Article 4 of Chapter 1 of the Act and Article XIIID of the California Constitution. Upon completion, the Engineer of Work shall file the Engineer's Report with the City Clerk for submission to the City Council.

SECTION 5. This Resolution shall take effect immediately upon its adoption.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of April, 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

ATTEST:

_____
Alexandra Halfman,
Acting City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 15th day of April, 2025 by the following roll call vote:

AYES: _____

NOES: _____

ABSTAIN: _____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-034, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE ADOPTING THE JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETERY DISTRICT, ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT – ZONE E APPROVING AND ACCEPTING THE NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14 ENTITLED ANNEXATION NO. 464**

RECOMMENDATION

Staff recommends that the City Council:

1. Adopt Resolution No. CC 2025-034, a Resolution of the City Council of the City of Palmdale adopting the Joint Resolution of the Board of Supervisors of the County of Los Angeles acting on behalf of the Los Angeles County General Fund, Los Angeles County Consolidated Fire Protection District, the Board of Directors of the County Sanitation District No. 14 of Los Angeles County, and the governing bodies of the Antelope Valley Cemetery District, Antelope Valley Mosquito and Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and the Palmdale Water District – Zone E approving and accepting the negotiated exchange of property tax revenues resulting from annexation to County Sanitation District No. 14 entitled Annexation No. 464;

2. Authorize the Mayor to execute Resolution No. CC 2025-034, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 entitled Annexation No. 464; and,

3. Authorize the Mayor to execute the Los Angeles County Joint Resolution, approving and accepting the negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 entitled Annexation No. 464.

BACKGROUND

The County Sanitation District No. 14 of Los Angeles County has requested that the City enter into a tax-sharing agreement for parcel numbers 3005-010-025 and 3005-010-026 as shown in the attached Annexation No. 464 Map. These parcels are part of a proposed new gas station and drive-through restaurant located on the southwest corner of 10th Street West and Avenue O. This annexation is a condition of the development's entitlement and is required before it can receive sewer service.

Under the Revenue and Tax Code (Sections 99 and 99.01), any time there is a jurisdictional change that results in a special district providing a new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive a portion of that property tax determine by resolution the amount of the annual tax increase to be transferred to that special district. The existing ad velorem tax revenue based on the property's assessed value received by agencies will not change. This action only affects that portion of future tax revenues based on increases in assessed property value.

DISCUSSION

Adoption of this Resolution will be in accordance with the Revenue and Tax Code between public agencies currently receiving tax revenue from these parcels and the County Sanitation District No. 14. Through the referenced annexation, the Sanitation District will be providing off-site sewage disposal services to this parcel for the first time. All the referenced agencies and special districts will execute similar resolutions and are parties to the proportional tax adjustment.

FISCAL IMPACT

The current property tax share ratio for the City of Palmdale within the area of this annexation is 6.6247%. This Council action will allocate 0.0396% of any future tax increase to County Sanitation District No. 14, resulting in a net tax share rate for the city of 6.5851%. This allocation follows the State Revenue and Taxation Code, and the

allocation formula is established and calculated by the Los Angeles County Auditor-Controller.

STRATEGIC PLAN

Goal II: Ensure the long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal Health.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Reso. No. CC 2025-034
Transmittal Letter
Annexation No. 464 Map
Tax Transfer Worksheet
Joint Tax Sharing Reso.

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-034

A JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING ON BEHALF OF THE LOS ANGELES COUNTY GENERAL FUND, LOS ANGELES COUNTY CONSOLIDATED FIRE PROTECTION DISTRICT, THE BOARD OF DIRECTORS OF THE COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF THE ANTELOPE VALLEY CEMETARY DISTRICT, ANTELOPE VALLEY MOSQUITO & VECTOR CONTROL DISTRICT, ANTELOPE VALLEY RESOURCE CONSERVATION DISTRICT, CITY OF PALMDALE, AND THE PALMDALE WATER DISTRICT – ZONE E APPROVING AND ACCEPTING NEGOCIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14:

ANNEXATION NO. 464

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenue from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled Annexation No. 464:

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE, AND ORDER AS FOLLOWS:

SECTION 1. The negotiated exchange of property tax revenue resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation No. 464 is approved and accepted.

SECTION 2. For each fiscal year commencing on or after July 1, 2024, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to the County Sanitation District No. 14 a total of 0.3380536 percent of the

annual tax increment attributable to the land area encompassed within Annexation No. 464 as shown on the attached Worksheet and Map.

SECTION 3. No additional transfer of property tax revenue shall be made from any other tax agencies to County Sanitation District No. 14 as a result of the annexation entitled Annexation No. 464.

SECTION 4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

SECTION 5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to preform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the correct transfer shall be implemented for the next fiscal year.

SECTION 6. The City Clerk shall certify the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of April 2025.

_____
Richard J. Loa, Mayor

Approved as to form:

ATTEST:

_____
Alexandra Halfman
Acting City Attorney

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 15th day of April 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

LOS ANGELES COUNTY
SANITATION DISTRICTS
Converting Waste Into Resources

Robert C. Ferrante
Chief Engineer and General Manager

1955 Workman Mill Road, Whittier, CA 90601-1400
Mailing Address: P.O. Box 4998, Whittier, CA 90607-4998
(562) 699-7411 • www.lacsd.org

February 14, 2025

General Annexation File

Mr. Tim Carney, Associate Engineer
City of Palmdale
38250 Sierra Highway
Palmdale, CA 93550

Dear Mr. Carney:

Tax Sharing Resolutions

Thank you for signing and returning the last joint resolutions that were submitted to your office for tax sharing purposes.

Enclosed, in triplicate, is a Joint Tax Sharing Resolution (resolution) involving your city and others. The applicant has requested, in writing, annexation of his property into the County Sanitation District No. 14 (District) in order to receive off-site disposal of sewage. Please see the table below for the annexation and its associated project. The annexation process requires that a resolution for property tax revenue exchange be adopted by all the affected local agencies before an annexation may be approved. For any jurisdictional change which will result in a special district providing new service not previously provided to an area, the law requires the governing bodies of all local agencies that receive an apportionment of the property tax from the area to determine by resolution the amount of the annual tax increment to be transferred to the special district (Revenue and Taxation Code Section 99.01). Please note that by sharing the property tax increment with the District resulting from this annexation, your city will not lose any existing ad valorem tax revenue it currently receives from the affected territory. Your city would only be giving up a portion of the revenues it would receive on increased assessed valuation.

Annexation No.	Type of Project
14-464	one proposed gas station, and one proposed drive-through restaurant

Also, attached for the annexation is a copy of the applicable worksheet and map showing the location of the annexation. The worksheet lists the annual tax increment to be exchanged between your city, other affected taxing entities, and the District. The tax sharing ratios listed in the worksheet were calculated by the County Auditor Controller by specific Tax Rate Area (TRA). For example, if the annexing territory were to lie within two separate TRAs, there would be a worksheet for each TRA. The Los Angeles County Chief Executive Office (CEO) is requiring the District to implement the worksheet for all District annexations in order to increase efficiency for the calculation of property tax sharing ratios.

Printed on
Recycled Paper

The resolution is being distributed to all parties for signature in counterpart. Therefore, you will only be receiving a signature page for your city. Enclosed are three sets of the resolution. One set of the resolution is for your files and the other two sets of the resolution need to be returned to the District. Please execute the two sets of the resolution and return them to the undersigned within 60 days as required by the Government Code. In addition, the County CEO's legal counsel is also requesting that the signature pages be properly executed from all affected agencies. Therefore, please have the Attest line signed by the appropriate person. Upon completion of the annexation process, your office will receive a fully executed copy of the tax sharing resolution for your files.

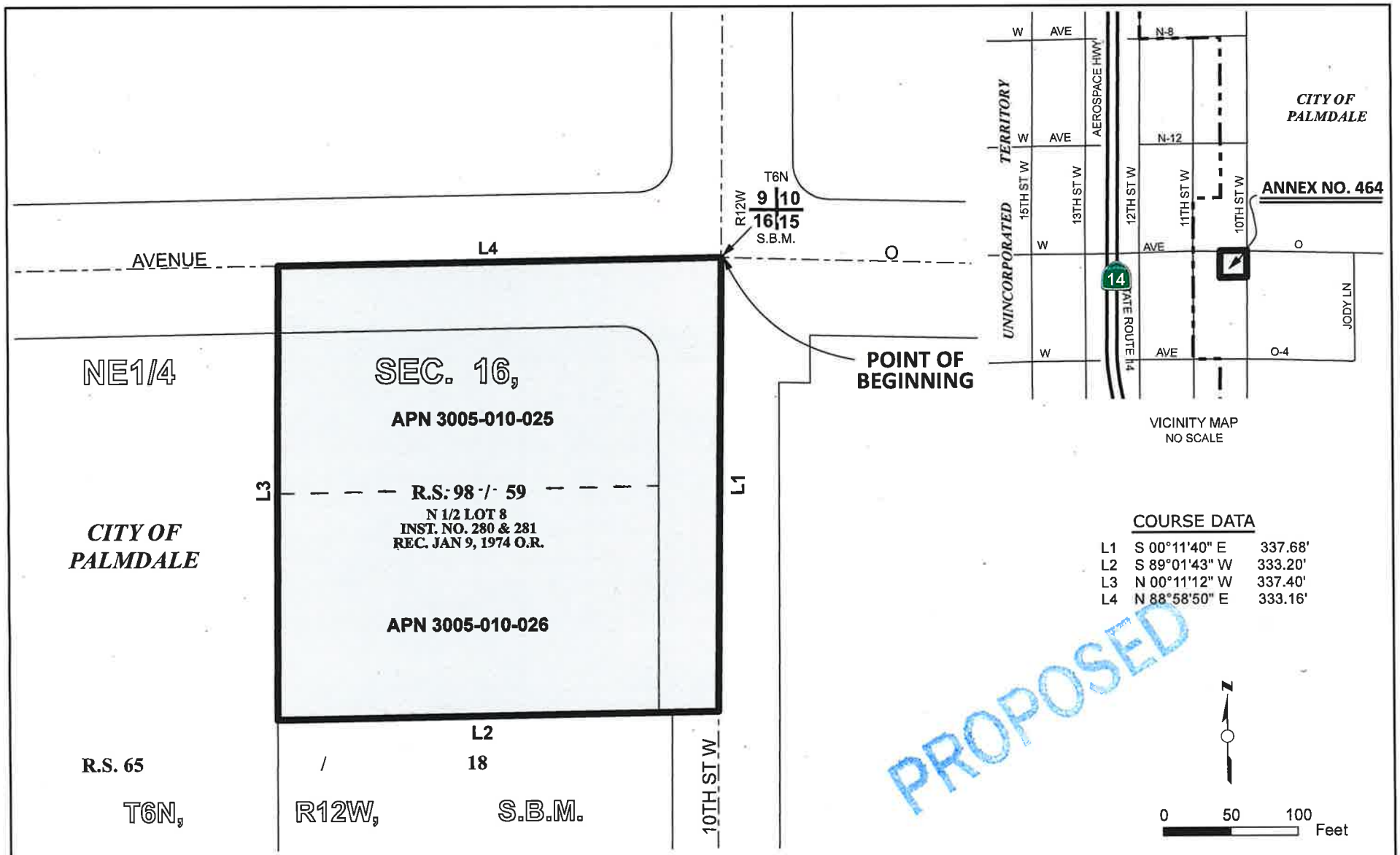
Your continued cooperation in this matter is very much appreciated. If you have any questions, please do not hesitate to call me at (562) 908-4288, extension 2708.

Very truly yours,

Shirly Wang
Customer Service Specialist
Facilities Planning Department

SW:sw

Enclosures: 14-464



"FOR TAX ASSESSMENT PURPOSES ONLY"

LA County Assessor Landbase,
CAMS Centerline, DPW City boundary
LA County Sanitation Districts:
AnnexationLayer and District Layer

Annexation No. 464 shown thus .....
Boundary of Sanitation District No. 14 prior to Annexation No. 464 shown thus .....
City Boundary .....
Prior Annexations shown thus ..... ANNEX. NO. (RECORDING DATE)
Area of Annexation ..... 2.581 Acres

COUNTY SANITATION DISTRICT NO. 14
OF LOS ANGELES COUNTY, CA
OFFICE OF CHIEF ENGINEER
ROBERT C. FERRANTE
CHIEF ENGINEER & GENERAL MANAGER

ANNEXATION NO. 464
TO
COUNTY SANITATION DISTRICT NO. 14
Recorded:

R:\Planning\PropertyManagement\Annexations\Annex_GIS\Projects\14_464.mxdl EAO/DECEMBER 31, 2024

ANNEXATION TO: CO.SANITATION DIST.NO 14 DEBT S.
ACCOUNT NUMBER: 066.45
TRA: 06967
EFFECTIVE DATE: 07/01/2024
ANNEXATION NUMBER: 14-464 PROJECT NAME: ANNEXATION 14-464

DISTRICT SHARE: 0.005975437

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
001.05	LOS ANGELES COUNTY GENERAL	0.273791946	27.3801 %	0.005975437	0.001636036	-0.001683412	0.272108534
001.20	L.A. COUNTY ACCUM CAP OUTLAY	0.000111597	0.0111 %	0.005975437	0.000000666	0.000000000	0.000111597
007.30	CONSOL. FIRE PRO.DIST.OF L.A.CO.	0.171522235	17.1522 %	0.005975437	0.001024920	-0.001024920	0.170497315
007.31	L A C FIRE-FFW	0.007817081	0.7817 %	0.005975437	0.000046710	0.000000000	0.007817081
053.30	ANTELOPE VY CEMETERY DISTRICT	0.000535087	0.0535 %	0.005975437	0.000003197	-0.000003197	0.000531890
061.05	ANTELOPE VLY MOSQ & VECTOR CONTR	0.001666731	0.1666 %	0.005975437	0.000009959	-0.000009959	0.001656772
068.05	ANTELOPE VY RESOURCE CONSER DIST	0.000924507	0.0924 %	0.005975437	0.000005524	-0.000005524	0.000918983
225.01	CITY PALMDALE REDV PROJ 4	0.066247854	6.6247 %	0.005975437	0.000395859	-0.000395859	0.065851995
308.65	PALMDALE WATER DIST ZONE E	0.043120719	4.3120 %	0.005975437	0.000257665	-0.000257665	0.042863054
400.00	EDUCATIONAL REV AUGMENTATION FD	0.075301891	7.5301 %	0.005975437	0.000449961	EXEMPT	0.075301891
400.01	EDUCATIONAL AUG FD IMPOUND	0.126868107	12.6868 %	0.005975437	0.000758092	EXEMPT	0.126868107
400.15	COUNTY SCHOOL SERVICES	0.001384318	0.1384 %	0.005975437	0.000008271	EXEMPT	0.001384318
400.21	CHILDREN'S INSTIL TUITION FUND	0.002747765	0.2747 %	0.005975437	0.000016419	EXEMPT	0.002747765
593.01	PALMDALE SCHOOL DISTRICT	0.049232321	4.9232 %	0.005975437	0.000294184	EXEMPT	0.049232321
593.06	CO.SCH.SERV.FD.- PALMDALE	0.008739095	0.8739 %	0.005975437	0.000052219	EXEMPT	0.008739095
593.07	DEV CTR HDCPD MINOR PALMDALE	0.000828887	0.0828 %	0.005975437	0.000004952	EXEMPT	0.000828887
717.02	ANTELOPE VALLEY UNION HIGH SCH.	0.095552036	9.5552 %	0.005975437	0.000570965	EXEMPT	0.095552036
717.06	CO.SCH.SERV.FD.- ANTELOPE VALLEY	0.000350978	0.0350 %	0.005975437	0.000002097	EXEMPT	0.000350978
717.08	ANTELOPE VY.UN.HI.-K.P.S.-ELEM	0.046724788	4.6724 %	0.005975437	0.000279201	EXEMPT	0.046724788

ANNEXATION NUMBER: 14-464 PROJECT NAME: ANNEXATION 14-464 TRA: 06967

ACCOUNT #	TAXING AGENCY	CURRENT TAX SHARE	PERCENT	PROPOSED DIST SHARE	ALLOCATED SHARE	ADJUSTMENTS	NET SHARE
792.04	ANTELOPE VY.JT. COMMUNITY COLL.	0.026532057	2.6532 %	0.005975437	0.000158540	EXEMPT	0.026532057
***066.45	CO.SANITATION DIST.NO 14 DEBT S.	0.000000000	0.0000 %	0.005975437	0.000000000	0.000000000	0.003380536
	TOTAL:	1.000000000	100.0000 %		0.005975437	-0.003380536	1.000000000

JOINT RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES ACTING IN BEHALF OF

Los Angeles County General Fund

Los Angeles County Consolidated Fire Protection District

THE BOARD OF DIRECTORS OF COUNTY SANITATION DISTRICT NO. 14 OF LOS ANGELES COUNTY, AND THE GOVERNING BODIES OF

Antelope Valley Cemetery District

Antelope Valley Mosquito & Vector Control District

Antelope Valley Resource Conservation District

City of Palmdale

Palmdale Water District - Zone E

APPROVING AND ACCEPTING NEGOTIATED EXCHANGE OF PROPERTY TAX REVENUES RESULTING FROM ANNEXATION TO COUNTY SANITATION DISTRICT NO. 14.

"ANNEXATION NO. 464"

WHEREAS, pursuant to Section 99 and 99.01 of the Revenue and Taxation Code, prior to the effective date of any jurisdictional change which will result in a special district providing a new service, the governing bodies of all local agencies that receive an apportionment of the property tax from the area must determine the amount of property tax revenues from the annual tax increment to be exchanged between the affected agencies and approve and accept the negotiated exchange of property tax revenues by resolution; and

WHEREAS, the governing bodies of the agencies signatory hereto have made determinations of the amount of property tax revenues from the annual tax increments to be exchanged as a result of the annexation to County Sanitation District No. 14 entitled Annexation *No. 464;*

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The negotiated exchange of property tax revenues resulting from the annexation of territory to County Sanitation District No. 14 in the annexation entitled Annexation *No. 464* is approved and accepted.

2. For each fiscal year commencing on and after July 1, 2024, or after the effective date of this jurisdictional change, whichever is later, the County Auditor shall transfer to County Sanitation District No. 14 a total of 0.3380536 percent of the annual tax increment attributable to the land area encompassed within Annexation *No. 464 as* shown on the attached Worksheet.

3. No additional transfer of property tax revenues shall be made from any other tax agencies to County Sanitation District No. 14 as a result of annexation entitled Annexation *No. 464.*

4. No transfer of property tax increments from properties within a community redevelopment project, which are legally committed to a Community Redevelopment Agency, shall be made during the period that such tax increment is legally committed for repayment of the redevelopment project costs.

5. If at any time after the effective date of this resolution, the calculations used herein to determine initial property tax transfers or the data used to perform those calculations are found to be incorrect thus producing an improper or inaccurate property tax transfer, the property tax transfer shall be recalculated and the corrected transfer shall be implemented for the next fiscal year.

The foregoing resolution was adopted by the Board of Supervisors of the County of Los Angeles, the Board of Directors of County Sanitation District No. 14 of Los Angeles County, and the governing bodies of Antelope Valley Cemetery District, Antelope Valley Mosquito & Vector Control District, Antelope Valley Resource Conservation District, City of Palmdale, and Palmdale Water District - Zone E, signatory hereto.

CITY OF PALMDALE

_____
SIGNATURE

_____
PRINT NAME AND TITLE

ATTEST:

_____
Secretary

_____
Date

(SIGNED IN COUNTERPART)

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT DIVISION

DISTRICT: **1**

SUBJECT: **APPROVE THIRD AMENDMENT TO THE AGREEMENT WITH SOV SECURITY FOR PN 872, CITYWIDE SECURITY UPGRADES, INCREASING THE AGREEMENT BY $255,750 FOR THE TOTAL NOT TO EXCEED AMOUNT OF $1,525,616 WITH AN EXTENSION OF 180 CALENDAR DAYS FOR A TOTAL OF 596 CALENDAR DAYS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Third Amendment to Agreement No. A-8149 with SOV Security for PN 872, Citywide Security Upgrades Project increasing the Agreement by $255,750, for the total not to exceed amount of $1,525,616, which includes an amendment amount of $204,600, plus a 25 % contingency of $51,150 with an extension of 180 calendar days, with a completion date of October 12, 2025, and;

2. Authorize the City Manager Pro Tem or his designee to execute the third Amendment to Agreement No. A-8149 with SOV Security, including minimal and/or non-substantial changes.

BACKGROUND

On April 5, 2023, the City Council awarded SOV Security a construction contract for citywide security upgrades (Project) to City Hall, the Development Services Building, the Palmdale Transportation Center, the Maintenance Yard, and the Palmdale Playhouse in the amount of $973,833 for a term of 365 calendar days. The Project will provide a fully integrated end-to-end physical security system with video surveillance and access control functionality.

On August 3, 2023, Supplemental Agreement No. 1 was executed for $50,058.03 after a project team site walk, assessment, and discussion of specific device locations, which

resulted in identifying additional needs, including mounting hardware, door modifications, additional extra cameras, additional access control locations, and labor.

On August 28, 2024, a Second Amendment to Agreement No. A-8149 was executed for $41,374.62 to add door strikes and Cisco switches at the Palmdale Transportation Center, a front door release button for the City Hall main entry, and two camera poles at the Maintenance Yard. With this amendment, 35 calendar days were added to the Project for a total of 400 calendar days.

DISCUSSION

Additional security risk areas have been identified and must be addressed to complete a fully comprehensive security system. This amendment includes additional access-controlled doors for Human Resources, Palmdale Transportation Center, Development Services, and City Hall, including a complete exterior camera system at the Palmdale City Library.

These additional tasks require materials with lead times and labor for installations and programming. A 25% contingency of $51,150 has been included to cover unforeseen conditions and additional security improvements that may be identified during work.

Although Phase I of this project is nearly complete, staff and contractors continue to identify areas potentially requiring the relocation of equipment, such as camera placement and/or door access. Phase I includes multiple locations: City Hall, Development Services, Maintenance Yard, the Playhouse, and the Palmdale Transportation Center. With this amendment, 180 calendar days were added to the Project.

FISCAL IMPACT

$255,750; The Project is funded in Account No. F0083, Measure AV (157), and Prop A Funds (203). Sufficient funds are budgeted and available in FY 2024-25.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

A. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Agrmt No. A-8149 Third Amendment with SOV Security
Agrmt No. A-8149 Second Amendment with SOV Security
Agrmt No. A-8149 First Supplemental with SOV Security
Agrmt No. A-8149 with SOV Security

3rd AMENDMENT TO AGREEMENT A- 8149
BETWEEN THE CITY OF PALMDALE AND SOV SECURITY, INC.

This 3rd Amendment to Agreement No. A-8149 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SOV SECURITY, INC. (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 20, 2023 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

SOV Security shall provide/procure, install, configure, and warranty new enterprise security video/cameras, access control, and video management systems (VMS), as well as provide training for both the system administrators and end users to secure City facilities, including Palmdale City Hall, Development Services, Palmdale Transportation Center, Palmdale Maintenance Yard, and the Palmdale Playhouse.

WHEREAS, the parties desire to amend the Original Agreement to:

Add scope beyond the original agreement as described below and described explicitly in "Exhibit A".

CCO #14 - Additional Access Control Doors at City Hall
CCO #16 - Access Control for HR Sensitive Storage Door
CCO #17 - Key Switch For Council Chamber
CCO #18 - Access Control at 2nd Floor Hallway Staircase Door
CCO #19 - Door Release Buttons at City Hall and Development Services Main Entry, 2000 Additional Access Cards for Stock
CCO #21 - Upgrade Existing Hardware on Doors for Proper Operations
CCO #22 - Install Camera Security System in the Public Library

NOW THEREFORE, the parties agree as follows:

The compensation identified in Section 3 is amended to increase the total price of the Agreement by eighty-eight thousand one hundred forty-one dollars ($204,600), not to exceed the amount of one million one hundred fourteen thousand nine hundred ninety-seven dollars and eighty-one cents ($1,269,866).

The completion date identified in Section 4 shall be amended to increase the calendar days by 180 and shall be completed by October 12, 2025 based on the Notice to Proceed date of August 28, 2023.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

SIGNATURE AREA

Ronda Perez
City Manager

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
Acting City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

SOV SECURITY, INC.:

SIGNATURE AREA

Bryan Merjan
President

ADDRESS FOR NOTICE:
SOV SECURITY, INC.
29399 Agoura Rd., #103
Agoura Hills, CA 91301

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

2nd AMENDMENT TO AGREEMENT A- 8149
BETWEEN THE CITY OF PALMDALE AND SOV SECURITY, INC.

This 2nd Amendment to Agreement No. A-8149 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SOV SECURITY, INC. (hereinafter called "CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 20th, 2023 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

SOV Security shall provide/procure, install, configure, and warranty new enterprise security video/cameras, access control, and video management systems (VMS), as well as provide training for both the system administrators and end users to secure city facilities, including Palmdale City Hall, Development Services, Palmdale Transportation Center, Palmdale Maintenance Yard, and the Palmdale Playhouse.

WHEREAS, the parties desire to amend the Original Agreement to:

Add scope beyond the original agreement as described below and specifically described in “Exhibit A”.

CCO #6 - addition of two door strikes at PTC.
CCO #7 - addition of three Cisco switches for enclosures at PTC bush shelters
CCO #9 - addition of the PTC IDF room to the access control system
CCO #12 - addition of access control to the City Hall main entry doors
CCO #13 - addition of two cameras at the Maintenance Yard
CCO #15 - addition of a door release button at the City Hall Admin entrance

NOW THEREFORE, the parties agree as follows:

The compensation identified in Section 3 is amended to increase the total price of the Agreement by forty-one thousand three hundred seventy-four dollars and sixty-two cents ($41,374.62), not to exceed the amount of one million sixty-five thousand two hundred sixty-five dollars and fifty-eight cents ($1,065,265.58).

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
Signed: 8/28/2024

Ronda Perez
City Manager

Hamed Hashemian
Signed: 8/28/2024

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

SOV SECURITY, INC.:

Bryan Merjan
Signed: 8/28/2024

Bryan Merjan
President

ADDRESS FOR NOTICE:
SOV SECURITY, INC.
29399 Agoura Rd., #103
Agoura Hills, CA 91301

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 8/28/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 8/28/2024

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2024-08-28 00:24:30 GMT

Secured by Concord™
DocumentID: 02xWbjjFb2tY6xG9ozeI6g
SigningID: 02xWbjjFV0BGRLleL2DuQb
Signing date: 8/28/2024
IP Address: 206.171.111.149
Email: hhashemian@cityofpalmdale.org

For
Name
Title



Signed on 2024-08-28 16:52:09 GMT

Secured by Concord™
DocumentID: 02xWbjjFb2tY6xG9ozeI6g
SigningID: 02xWzyTMUNs6whyLUlMBKE
Signing date: 8/28/2024
IP Address: 64.183.7.158
Email: bryan@sovsecurity.com

For
Name
Title



Signed on 2024-08-28 17:00:05 GMT

Secured by Concord™
DocumentID: 02xWbjjFb2tY6xG9ozeI6g
SigningID: 02xX0AXMAA2GcBUn5qGqOO
Signing date: 8/28/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

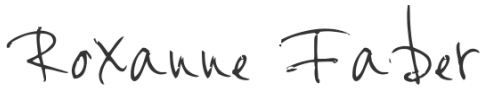
For
Name
Title



Signed on 2024-08-28 17:22:29 GMT

Secured by Concord™
DocumentID: 02xWbjjFb2tY6xG9ozeI6g
SigningID: 02xX0idoZu8Pl7QIPN6sNz
Signing date: 8/28/2024
IP Address: 206.171.111.134
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-08-28 20:37:18 GMT

Secured by Concord™
DocumentID: 02xWbjjFb2tY6xG9ozeI6g
SigningID: 02xX5V4BCgxgIGMp9z9F0Z
Signing date: 8/28/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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ORIGINAL

Agreement A-~~7919~~ 8149

SUPPLEMENTAL AGREEMENT

PALMDALE
a place to call home

Supplemental No: 1

Project Title: **Citywide Security Upgrades Project**

SOV Security
29399 Agoura Road, Suite 103
Agoura Hills, CA 91301

Project No: **872** **Account No.** **F0083157/F0083203** **Contract Date:** **March 20, 2023**

The following changes are hereby made to the Contract Documents:

See attached change order summary - Exhibit "A"

TOTAL	$	50,058.03

Justification:

See attached change order summary - Exhibit "A"

Change to Contract Price:

Original Contract Amount:	$	973,832.93
Current Contract Price, as adjusted by previous Supplemetal Agreements:	$	973,832.93
The Contract Price due to this Supplemental Agreement will be increased by:	$	50,058.03
The new Contract Price due to this Supplemental Agreement will be:	$	1,023,890.96

Change to Contract Time:

Original Contract Time:	365 Days
The Contract Time has not been changed:	
The amended date for completion of all work under the contract is:	N/A

APPROVALS REQUIRED:

To be effective, this order must be approved by the Owner if it changes the scope or objective of the project, or as may otherwise be required under the terms of the Supplementary General Conditions of the Contract.

Contractor: _____ Date: 07/27/2023
SOV Security

Project Manager: _____ Date: 7/27/23
Cody Hicks

Director of Public Works: _____ Date: 7/31/23
Lynn Glidden, P.E.

City Manager: _____ Date: 8/3/23
Ronda Perez

ATTEST:
Roxanne Faber
Acting City Clerk

APPROVED AS TO FORM:
William Patrick Curley III
Interim City Attorney

EXHIBIT "A"

CHANGE ORDER SUMMARY
Supplemental Agreement No. 1 to Agreement No. A-8149
for City Project No. 872, Citywide Security Project

ITEM NO.	DESCRIPTION OF CHANGE AND JUSTIFICATION	AMOUNT
1	**CCO #1: CHANGES AND ADJUSTMENTS TO SCOPE PER SITE WALK**	**$50,058.03**
	Increase in costs after full project team site walk, assessment, and discussion of specific device locations, including mounting hardware, door modifications, additional cameras, added access control locations and labor. Change order accounts for City Hall, Development Services, Maintenance Yard, PTC, and the Palmdale Playhouse.	
ONE (1) ITEM	**TOTAL AMOUNT OF CHANGES:**	**$50,058.03**

AGREEMENT NO. A- 8149
CONSTRUCTION CONTRACT
BETWEEN THE CITY OF PALMDALE AND SOV Security

THIS CONTRACT (“Contract”) is made and entered into this 20th day of March, 2023 by and between City of Palmdale, a public entity ("City"), and SOV Security, a Incorporated ("Contractor"). Contractor and City are collectively referred to herein as the “parties.”

1 Scope of Work

Contractor shall complete the Project in accordance with this Contract. Contractor shall furnish all materials and perform all work required for the completion of the following Project:

PN - 872: City-Wide Security Project

This Public Works shall provide for a fully integrated end-to-end physical security system, complete with video surveillance and access control functionality. The purpose of the project is to create a safe and secure working environment for City staff and public patrons, as well as to protect the assets and interests of the City.

The scope of work includes includes, but is not necessarily limited to, the following services:

SOV Security shall provide/procure, install, configure, and warranty new enterprise security video/cameras, access control, and video management systems (VMS) as specifically stated in Quote # Q-217955 dated 2/6/2023 (Exhibit A), as well as provide training for both the system administrators and end users, to secure city facilities including Palmdale City Hall, Development Services, Palmdale Transportation Center, Palmdale Maintenance Yard, and the Palmdale Playhouse as more specifically described in the City of Palmdale Solicitation Number 22-001-1600, Contract Documents.

2 Standard Specifications

Standard Specifications for City projects are those contained in the 2021 Greenbook edition of the "Standard Specifications for Public Works Construction" (the "Greenbook"). Except as otherwise expressly provided herein, the Standard Specifications shall control the general provisions, construction materials, and construction methods for this Contract (except as amended by the Plans for the Project), the General Specifications for the Project, the Special Provisions for the Project, any technical specifications for the Project, and any other contract documents.

3 Compensation

City shall pay Contractor the total, all-inclusive, NOT-TO-EXCEED amount of Nine hundred seventy three thousand, eight hundred thirty two dollars and ninety three cents ($973832.93) for the construction of the Project. This amount shall cover all expenses for labor, materials, and any and all other costs incurred by Contractor to satisfactorily construct the Project. Unless otherwise provided in the bid documents or agreed upon by the parties, Contractor shall submit detailed, monthly invoices for work actually performed.

4 Completion Date

The construction of the Project shall commence upon Contractor being given a written notice to proceed, and shall be completed within 365 calendar days.

5 Payment and Performance Bonds; Guaranty

Unless otherwise expressly provided in the bid documents, prior to commencing work, Contractor shall provide a payment bond and performance bond, each in an amount equal to 100% of the Contract price. The bond forms required to be executed are attached hereto and incorporated by reference herein. Pursuant to the bid documents for this Project, the Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

6 Licenses

At all times during the term of this Contract, Contractor shall possess a valid and current Class C-7 Contractor's License to perform the required work ("Work"). Contractor's DIR registration number is PW-LR-1000577568. Contractor hereby certifies that it holds the required license(s).

7 Subcontracting

Subject to any self-performance requirements herein, Contractor may subcontract any portion of the work required by this Contract to other persons or firms, and Contractor submitted with its bid a list of those subcontractors who will perform work in an amount in excess of one-half of one percent (1%) of the Contractor's total bid, in compliance with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code § 4100, et seq. Only such listed subcontractors may perform on this Project.

8 Non-Assignability

Neither this Contract nor any rights, title, interest, duties or obligations under this Contract may be assigned, transferred, conveyed or otherwise disposed of by Contractor without the prior written consent of City.

9 Administration

This Contract will be administered by the Public Works Department of the City. The Director of Public Works or his or her designee shall be considered the Project Administrator and shall have the authority to act for the City under this Contract.

10 Indemnification

To the maximum extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City, its Board of Director, the City's officers, employees, agents, volunteers, and representatives (“Indemnitees”) with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by Contractor pursuant to this Contract, and in connection with the Project.

11 Liability Insurance

11.1 Without limiting Contractor's indemnification of City, as described in paragraph 10, and unless modified by City, Contractor shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers admitted to do business in the State of California and rated in A.M. Best’s Insurance Guide with a rating of A:VII or better, which contain the coverage described below.

11.1.1 Commercial General Liability
- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

11.1.2 Commercial Automobile Liability
- $2,000,000.00 combined single limit including owned, non-owned and hired automobile coverage

11.1.3 Workers’ Compensation and Employer’s Liability
- Workers’ Compensation -- coverage as required by the State of California
- Employer’s Liability -- $1,000,000.00 each accident
  $1,000,000.00 policy limit bodily injury
  $1,000,000.00 each employee bodily injury by disease

11.1.4 Professionial (E&O) Liability*
- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

11.1.5 Cyber Liability*

- $2,000,000.00 limit on a per occurrence basis
- $5,000,000.00 general aggregate limit

11.2 Policies providing for bodily injury and property damage coverage shall contain the following:

A. An endorsement extending coverage to the City as an additional insured, as respects liability arising out of the performance of any work under the Contract. Such insurance shall be primary insurance, as respects the interest of the City, and any other insurance maintained by the City shall be considered excess coverage and not contributing insurance with the insurance required hereunder. The certificates shall state: “The City of Palmdale, Successor Agency to the Community Redevelopment Agency of the City of Palmdale, Palmdale Civic Authority, Housing Authority, Industrial Development Authority, Airport Authority, their officers, agents, employees and volunteers are named as additional insured”.

B. “Severability of Interest” Clause.

11.3 Promptly upon execution of this Contract, and prior to commencement of any work, CONTRACTOR shall deliver to CITY certificates of insurance and endorsements to all required policies demonstrating that CONTRACTOR has the required coverage and showing the required named insured. Within five (5) days of written request from CITY, CONTRACTOR shall deliver to CITY full and complete copies of all insurance policies required by this Contract.

11.4 Said Certificates of Insurance shall provide that thirty (30) days’ prior written notice of cancellation shall be given to the City in the event of cancellation and/or reduction in coverage of any nature.

11.5 The required policies of insurance shall be endorsed to waive all rights of subrogation. Contractors waives all rights of subrogation.

11.6 Acceptable Proof of Insurance:

A. ACORD Certificate of Insurance listing all coverage, limits, deductibles and insured; and endorsements for all applicable coverage if agent has authority to issue it; or additional insured Form CG20100704 and CG20370704 or equivalent must be provided for general liability coverage. Additional insured form CA0001 must be provided for automobile liability coverage.

B. Binders of insurance for all coverage. Agents must confirm that policy endorsements have been ordered from the respective insurance companies. Upon issuance, policy endorsements and a corresponding Certificate of

Insurance listing all insurers and coverage must be submitted to the City Attorney.

C. *When professional liability and/or cyber liability coverage is provided on a "claims made basis", CONTRACTOR will continue to renew the insurance for a period of five (5) years after this Agreement expires or is terminated. Such insurance will have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover CONTRACTOR, or its officers, employees, or agents during the time this Agreement was in effect.

11.7 The requirements as to the types and limits of insurance to be maintained by CONTRACTOR are not intended to and shall not in any manner limit or qualify CONTRACTOR's liabilities and obligations under this Contract.

11.8 Any policy or policies of insurance that CONTRACTOR elects to carry as insurance against loss or damage to its equipment and tools or other personal property used in the performance of this Contract shall include a provision waiving the insurer's right of subrogation against CITY.

11.9 Notwithstanding any other provision of this Contract, CITY may immediately terminate this Contract if, at any time CONTRACTOR fails to maintain the required insurance for any period of time or fails to comply with any of the insurance requirements listed above.

11.10 CONTRACTOR shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of CONTRACTOR shall be subject to all other insurance requirements that are stated herein.

Any deviation in this requirement will be CONTRACTOR's sole risk. CONTRACTOR's insurance requirements in Section 11 will not be impacted and/or limited by such deviation.

12 State Labor Code

12.1 This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

12.2 This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of

California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations. These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

12.3 Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

12.4 Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

12.5 Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

12.6 Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

12.7 Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

12.8 Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

12.9 Eight hours labor constitutes a legal day's work, as set forth in Labor Code

Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

13 Antitrust Claims

In entering into this Agreement, Contractor offers and agrees to assign to the City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the Agreement. This assignment shall be made and become effective at the time the City tenders final payment to Contractor without further acknowledgment by the parties.

14 Trenching and Excavations

Pursuant to Public Contract Code Section 7104, if the Project involves trenching more than four (4) feet deep, Contractor shall promptly and before the following conditions are disturbed notify the City in writing of any:

14.1 Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; and/or

14.2 Subsurface or latent physical conditions at the site differing from those indicated; and/or

14.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

14.4 As required by Labor Code Section 6705 and in addition thereto, whenever work under the Contract that involves an estimated expenditure in excess of twenty-five thousand dollars ($25,000) for the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall submit for acceptance by City in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation, of such trench or trenches. If such plan varies from the shoring system standards established by the Construction Safety Orders of the Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer employed by Contractor, and all costs therefor shall be included in the price of the Contract. Nothing in this provision shall be deemed to allow the use of a shoring, sloping, or other protective system less effective than that required by the Construction Safety Orders. Nothing in this provision shall be construed to impose tort liability on the City or on any City officer, agent, consultant, representative, or employee. All plans, processing and shoring costs are Contractor's responsibility and must be included in Contractor's bid.

15 Location of Existing Elements

Pursuant to Government Code Sections 4216 to 4216.9, the methods used and costs involved to locate existing elements, points of connection and all construction methods are Contractor's sole responsibility. Accuracy of information furnished, as to existing conditions, is not guaranteed. Contractor, at its sole expense, must make all investigations necessary to determine locations of existing elements, which may include, without limitation, contacting U.S.A. alert and other private underground locating firm(s), and/or utilizing potholes, specialized locating equipment and/or hand trenching.

16 Third Party Claims

Pursuant to Public Contract Code Section 9201, the City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. The City shall timely notify Contractor of the receipt of any third-party claim relating to the Contract. The City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17 Non-Collusion

Contractor hereby certifies that this bid is genuine and not a sham or collusive, or made in the interest or on behalf of any person or business not herein named. Contractor further certifies that Contractor has not directly or indirectly induced or solicited any other bidder to furnish a sham bid, or any other person or

business to refrain from bidding, and Contractor has not in any manner sought by collusion to secure itself an advantage over any other bidder. Contractor also affirms that it has signed and submitted with its bid to the City a Non-collusion Declaration as required by Public Contract Code Section 7106.

18 Conflicts of Interest

Contractor agrees not to accept any employment or representation during the term of this Contract or within twelve (12) months after completion of the work under this Contract which is or may likely make Contractor "financially interested," as provided in Government Code Section 1090 and 87100, in any decisions made by City on any matter in connection with which Contractor has been retained pursuant to this Contract.

19 Audit

The City or its representative shall have the option of inspecting and/or auditing all records and other written materials used by Contractor in preparing its billings to the City as a condition precedent to any payment to Contractor. Contractor will promptly furnish documents requested by the City. Additionally, pursuant to Government Code Section 8546.7, if this Contract involves the expenditure of public funds in excess of ten thousand dollars ($10,000), Contractor shall be subject to State Auditor examination and audit at the request of the City or as part of any audit of the City, for a period of three (3) years after final payment under this Contract.

20 Substitute Security

Pursuant to Public Contract Code Section 22300, the substitution of securities for any moneys withheld by the City to ensure performance under a contract is permitted, except where financing will be provided by the Farmers Home Administration of the United States Department of Agriculture pursuant to the Consolidated Farm and Rural Development Act (7 U.S.C. Sec. 1921 *et seq*.) or where federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the State of California as the escrow agent, that shall then pay those moneys to Contractor. Upon satisfactory completion of the Contract, the securities shall be returned to Contractor.

Alternatively, Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of Contractor. At the expense of Contractor, Contractor may direct the investment of the payments into securities, and Contractor shall receive the interest earned on the investments upon the same terms provided for securities deposited by Contractor. Upon satisfactory completion of the Contract, Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the City, pursuant to the terms of this section.

Securities eligible for investment shall include those listed in California Government Code Section 16430, bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security to which Contractor and the City agree in writing. Contractor shall be the beneficial owner of any securities substituted for moneys withheld and shall receive any interest thereon.

If Contractor elects to receive interest on moneys withheld in retention by the City, it shall, at the request of any subcontractor performing more than five percent (5%) of Contractor's total bid, make that option available to the subcontractor regarding any moneys withheld in retention by Contractor from the subcontractor. If Contractor elects to receive interest on any moneys withheld in retention by the City, then the subcontractor shall receive the identical rate of interest received by Contractor on any retention moneys withheld from the subcontractor by Contractor, less any actual pro rata costs associated with administering and calculating that interest. In the event that the interest rate is a fluctuating rate, the rate for the subcontractor shall be determined by calculating the interest rate paid during the time that retentions were withheld from the subcontractor. If Contractor elects to substitute securities in lieu of retention, then, by mutual consent of Contractor and its subcontractor, the subcontractor may substitute securities in exchange for the release of moneys held in retention by Contractor. No Contractor shall require any subcontractor to waive any provision of this paragraph.

The escrow agreement for security deposits in lieu of retention shall be substantially similar to the form provided in Public Contract Code Section 22300(f).

21 Claims Dispute Resolution

In the event of any dispute or controversy with the City over any matter whatsoever, the Contractor shall not cause any delay or cessation in or of Work, but shall proceed with the performance of the Work in dispute. The Contractor shall retain any and all rights provided that pertain to the resolution of disputes and protests between the parties. The Disputed Work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. The Contractor shall keep accurate, detailed records of all Disputed Work, claims and other disputed matters.

All claims arising out of or related to the Contract documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 et seq.) with regard to filing claims. All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 et seq. (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and

Article 1.5 (if applicable), and must then adhere to Section 9204 and Article 1.5 (as applicable), pursuant to the definition of “claim” as individually defined therein.

22 Non-discrimination and Equal Employment Oppurtunity

22.1 In performance of this Contract, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their sex, color, race, religion, ancestry, national origin, disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sexual orientation, age, gender, gender identity, gender expression, genetic information, or military and veteran status . 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.

22.2 The provisions of subsection 16.1 above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this Contract. CITY shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section, and all applicable provisions of Executive Order No. 11246 which is incorporated herein by this reference. A copy of Executive Order No. 11246 is available for inspection at, and on file with, the Palmdale City Clerk’s Office.

23 Integration

This Contract supersedes any and all agreements, either oral or written, between the parties hereto with respect to the construction of the Project by Contractor for City and contains all of the covenants and agreements between the parties with respect to the construction of the Project. Each party to this Contract acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made with regard to the construction of the Project by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise regarding work not contained in this Contract shall be valid or binding. Any modification or amendment of this Contract will be effective only if it is in writing and signed by the parties to this Contract. Any changes to the work required by this Contract will be by change order signed by the parties.

24 Governing Law

This Contract will be governed by and construed in accordance with the laws of the State of California without reference to change of venue laws. Any legal action in which enforcement of the terms and conditions of this Contract is requested, or in which it is alleged that a breach of this Contract has taken place, shall be filed and prosecuted in the County of Los Angeles, California.

25 Successors and Assigns

The terms and conditions of this Contract shall be binding on the successors and assigns of the parties to this Contract.

26 Exhibits

The exhibits and attachments referenced in this Contract are attached hereto and incorporated herein by this reference as though set forth in full in the Contract.

27 Authority to Sign

The person or persons executing this Contract on behalf of the Contractor warrant and represent that they have the authority to execute this Contract on behalf of the Contractor and have the authority to bind Contractor to the construction of the Project.

28 Time is of the Essence

Time is of the essence in every provision of this Agreement in which time to perform is a factor.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE

Ronda Perez
Signed: 5/31/2023

Ronda Perez
City Manager

LG
Signed: 5/30/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Hwy
Palmdale, CA 93550

NAME OF CONTRACTOR

Bryan Merjan
Signed: 5/30/2023

Bryan Merjan
President

ADDRESS FOR NOTICE:
SOV Security
29399 Agoura Rd., #103
Agoura Hills, CA 91301

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 5/30/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 5/31/2023

Roxanne Faber
Acting City Clerk

[Signatures of contractor must be notarized. Obtain two corporate signatures if contractor is a corporation.]

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Attached notarized bond(s), Worker's Compensation Certificate, and Guaranty
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2023-05-30 16:41:21 GMT

Secured by Concord™
DocumentID: YmE0NTRhOTktMm
SigningID: YzBhMTFlMmUtYj
Signing date: 5/30/2023
IP Address: 206.171.111.149
Email: lglidden@cityofpalmdale.org

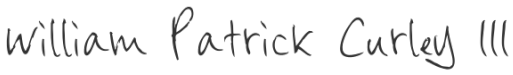
For
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Signing date: 5/30/2023
IP Address: 64.183.7.158
Email: bryan@sovsecurity.com

For
Name
Title



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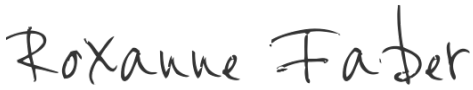
For
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Signing date: 5/31/2023
IP Address: 47.148.203.252
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-05-31 16:10:40 GMT

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SigningID: ODEyYjM1NDYtZm
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IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
CAPITAL IMPROVEMENT DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE THIRD AMENDMENT TO THE AGREEMENT WITH SCHNEIDER ELECTRIC FOR PROFESSIONAL SERVICES FOR PN 880, ESCO ENERGY PROJECT, INCREASING THE AGREEMENT BY $84,450 FOR THE TOTAL NOT TO EXCEED AMOUNT OF $15,336,605 WITH AN EXTENSION OF THREE MONTHS FOR A TOTAL TERM OF 22 MONTHS**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Third Amendment to Agreement No. A-8161 with Schneider Electric for PN 880, ESCO Energy Project, for professional services, increasing the agreement by $84,450 for a total not to exceed amount of $15,336,605 with an extension of three months for a total term of 22 months; and,

2. Authorize the City Manager Pro Tem or his designee to execute the Third Amendment to Agreement No. A-8161 with Schneider Electric, including minimal and/or non-substantial changes.

BACKGROUND

In March 2023, the City Council awarded Schneider Electric a professional services contract for $8,491,602 to provide design-build services for the installation of energy-efficient replacements for outdated lighting, HVAC, and irrigation controls.

On November 11, 2023, the First Amendment was approved for $6,172,270, adding interior and exterior LED lighting, sports field LED retrofit lighting, and HVAC TAB reports to the scope of work.

On December 2, 2024, the Second Amendment was approved for $588,283, adding smart irrigation to several City Parks and facilities and structural upgrades to City Hall and the SAVES buildings to accommodate new HVAC units to the scope of work.

DISCUSSION

As part of this project, the HVAC units in the City Hall Administrative building were replaced. With the replacements, deficiencies in the existing ducting became evident, and a cold spot was identified in an area of the building. Due to this, duct dampers must be installed to evenly distribute the heating and cooling in this area.

Additionally, in early 2024, the recently installed sports field lighting panel at Pelona Vista Park was vandalized, causing the sports lighting to stop functioning. Schneider Electric will replace the lighting controls and contactors, replace removed wiring from the controller panel, and reprogram the system to restore functionality. Approval of this Amendment will directly address these issues.

FISCAL IMPACT

$84,450; This project is funded using G0167157 and G0167158, Measure AV and the General Fund. Sufficient funds are budgeted and available in FY 2024-25.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

D. Pursue alternative financing opportunities for continued infrastructure improvements and quality community programs.

Prepared by:	Leonardo Torres, P.E., Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Agrmt No. A-8161 Third Amendment with Schneider Electric
Agrmt No. A-8161 Second Amendment with Schneider Electric
Agrmt No. A-8161 First Amendment with Schneider Electric
Agrmt No. A-8161 with Schneider Electric

3rd AMENDMENT TO AGREEMENT A- 8161
BETWEEN THE CITY OF PALMDALE AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.

This 3rd Amendment to Agreement No. A-8161 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC. (hereinafter called " CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 26, 2023 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

The purchase, installation, and service of certain energy, water, and operating cost-savings equipment and to provide other services and strategies described in the attached Schedules for the purpose of achieving energy, water, and operating cost reductions within Project Site(s) as more fully described herein.

On November 22, 2023 ("Amendment to Agreement No. 1") the CITY and CONTRACTOR amended the agreement to provide: The Scope of Work to be performed by ESCO in connection with Amendment No.1 is set forth in Schedule A to this Amendment, attached hereto and hereby appended to Schedule A in the Agreement. For the avoidance of doubt, the Scope of Work set forth in Schedule A to this Amendment shall be performed in addition to the Scope of Work set forth in Schedule A of the Agreement

On December 9, 2024 ("Amendment to Agreement No. 2") the CITY and CONTRACTOR amended the agreement to provide: Scope of Work to be performed by ESCO in connection with Amendment No. 2 is set forth in Schedule E to this Amendment, attached hereto and hereby appended to Schedule A in the Agreement. To avoid doubt, the Scope of Work set forth in Schedule E to this Amendment shall be performed in addition to the Scope of Work outlined in Schedule A of the Agreement.

WHEREAS, the parties desire to amend the Original Agreement to:

The additional Scope of Work to be performed by ESCO in connection with Amendment No. 3 includes:

- Surveying the existing duct systems, installing one 3-zone damper and three 2-zone dampers, disconnecting and removing existing dampers, furnishing/installing new zone/bypass dampers and actuators, providing new hard duct for all bypass dampers, conducting air balance and 2nd shift labor, installing an upgraded BMS controller in the existing unit, placing room temperature sensors to match existing locations in the zoning plan, and incorporating a duct static pressure transducer and tubing.

- Material from MUSCO Lighting, labor from H&S Electric upon the arrival of a new panel, and costs associated with the Site Supervisor and Project Manager oversite to replace lighting controls in the existing lighting control panel for fields #7 - #10.

NOW THEREFORE, the parties agree as follows:

Article 1.1 of the Agreement is hereby amended to reflect that the Substantial Completion of the Work will be extended by 120 days.

Article 2.1 of the Agreement is hereby amended to reflect that the Contract Price now includes the price of the Scope of Work to be performed by ESCO in connection with Amendment No. 3 of $84,450, resulting in a new total Contract Price of $15,336,605.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

SIGNATURE AREA

SIGNATURE AREA

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

APPROVE AS TO FORM:

SIGNATURE AREA

Alexandra Halfman
Acting City Attorney

ATTEST:

SIGNATURE AREA

Roxanne Faber
City Clerk

SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.:

SIGNATURE AREA

Tammy Tolle
Vice President

ADDRESS FOR NOTICE:
SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.
1660 Scenic Avenue
Costa Mesa, CA 92626

---------- INTERNAL USE ONLY ----------

□Certificate(s) and Endorsement(s) attached
□Confirmed business name on contract with certificate(s)
□Original contract and previous amendment(s) (if any) are attached
□Attached Agreement Checklist and met all requirements

2nd AMENDMENT TO AGREEMENT A- A-8161
BETWEEN THE CITY OF PALMDALE AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.

This 2nd Amendment to Agreement No. A-A-8161 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC. (hereinafter called " CONTRACTOR"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 26, 2023 ("Original Agreement") the CITY and CONTRACTOR entered into an agreement to provide:

WHEREAS, the CITY owns and operates the Project Site(s), and is in need of energy, water, and operating cost-saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, the CITY is authorized under the laws of the State of California (here in after the “State") to enter into this contract for the purposes set forth herein. WHEREAS, the CONSULTANT is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of the CITY; and

WHEREAS, under a separate contract with the CITY, the CONSULTANT has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Presentation and the Parties hereby acknowledge that the The investment Grade Audit Presentation has been reviewed and accepted by the CITY; and

WHEREAS, the CITY desires to retain the CONSULTANT to purchase, install and service certain energy, water and operating cost-savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water, and operating cost reductions within Project Site(s), as more fully described herein; and

NOW, THEREFORE. In consideration of the mutual promises and covenants contained herein, end intending to be legally bound hereby, the CITY and the CONSULTANT hereto covenant and agree that the following Schedules are attached hereto (or will be, as provided in this contract) and are made a part of this Contract by reference.

WHEREAS, on November 22, 2023 ("Amendment to Agreement No. 1") the CITY and CONTRACTOR amended the agreement to provide:

The Scope of Work to be performed by ESCO in connection with the Amendment No. 1 is set forth in Schedule A to this Amendment, attached hereto and hereby appended to Schedule A in the Agreement. For the avoidance of doubt, the Scope of Work set forth in Schedule A to this Amendment shall be performed in addition to the Scope of Work set forth in Schedule A of the Agreement.

Article 1.1 of the Agreement is hereby amended to reflect that the Substantial Completion of the Work will be extended by 114 days and ESCO now projects it will achieve Substantial Completion within 630 days from the Date of Commencement.

Article 2.1 of the Agreement is hereby amended to reflect that the Contract Price now includes the price of the Scope of Work to be performed by ESCO in connection with this Amendment No. 1 of $6,172,270.00, resulting in a new total Contract Price of $14,663,872.00

Section 5. Savings Projections. Schedule B of the Agreement is replaced in entirety with the enclosed Schedule B.

WHEREAS, the parties desire to amend the Original Agreement to:

The Scope of Work to be performed by ESCO in connection with Amendment No. 2 is set forth in Schedule E to this Amendment, attached hereto and hereby appended to Schedule A in the Agreement. To avoid doubt, the Scope of Work set forth in Schedule E to this Amendment shall be performed in addition to the Scope of Work outlined in Schedule A of the Agreement.

NOW THEREFORE, the parties agree as follows:

Article 1.1 of the Agreement is hereby amended to reflect that the Substantial Completion of the Work will be extended by 120 days. ESCO now projects it will achieve Substantial Completion within 750 days from the Date of Commencement.

Article 2.1 of the Agreement is hereby amended to reflect that the Contract Price now includes the price of the Scope of Work to be performed by ESCO in connection with Amendment No. 2 of $588,283.00, resulting in a new total Contract Price of $15,252,155.00.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
Signed: 12/6/2024

Ronda Perez
City Manager

Lee Torres
Signed: 12/3/2024

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.:

Signed: 12/5/2024

Tammy Tolle
Vice President

ADDRESS FOR NOTICE:
SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.
1660 Scenic Avenue
Costa Mesa, CA 92626

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 12/6/2024

William P. Curley, III
City Attorney

ATTEST:

Roxanne Faber
Signed: 12/9/2024

Roxanne Faber
City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2024-12-03 01:18:20 GMT

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SigningID: 02yPuwaDmE5Ow2o4Y1Tdm7
Signing date: 12/3/2024
IP Address: 206.171.111.149
Email: ltorres@cityofpalmdaleca.gov

For
Name
Title



Signed on 2024-12-05 20:55:11 GMT

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SigningID: 02yRWVGAHLKI9XBBmsP53k
Signing date: 12/5/2024
IP Address: 174.244.18.10
Email: tammy.tolle@se.com

For
Name
Title



Signed on 2024-12-06 00:23:00 GMT

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Signing date: 12/6/2024
IP Address: 107.131.11.226
Email: wcurley@harperburns.com

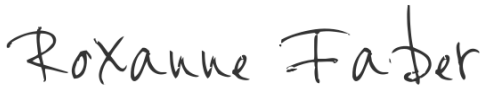
For
Name
Title



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Signing date: 12/6/2024
IP Address: 166.198.125.198
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2024-12-09 18:04:52 GMT

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SigningID: 02yTjgCcRJXlpZxF4r3HFr
Signing date: 12/9/2024
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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1st AMENDMENT TO AGREEMENT A-8161
BETWEEN THE CITY OF PALMDALE AND SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.

This 1st Amendment to Agreement No. A-8161 (“Agreement”) is made and entered into by and between the City of Palmdale (hereinafter called “CITY”) and SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC. (hereinafter called " CONSULTANT"). This Contract shall become effective on the date of the last signatory.

WHEREAS, on March 29,2023 ("Original Agreement") the CITY and CONSULTANT entered into an agreement to provide:

WHEREAS, the CITY owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, the CITY is authorized under the laws of the State of California (here in after the “State") to enter into this contract for the purposes set forth herein.

WHEREAS, the CONSULTANT is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of the CITY; and

WHEREAS, under a separate contract with the CITY, the CONSULTANT has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Presentation, and the Parties hereby acknowledge that the Investment Grade Audit Presentation has been reviewed and accepted by the CITY; and

WHEREAS, the CITY desires to retain the CONSULTANT to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s),as more fully described herein; and

NOW, THEREFORE. In consideration of the mutual promises and covenants contained herein, end intending to be legally bound hereby, the CITY and the CONSULTANT hereto covenant and agree that the following Schedules are attached hereto (or will be, as provided in this contract) and are made a part of this Contract by reference.

WHEREAS, the parties desire to amend the Original Agreement to:

Increase the scope of work, extend the contract time, and to adjust the agreement price to accommodate the additional scope of work.

NOW THEREFORE, the parties agree as follows:

The Scope of Work to be performed by ESCO in connection with the Amendment No. 1 is set forth in Schedule A to this Amendment, attached hereto and hereby appended to Schedule A in the Agreement. For the avoidance of doubt, the Scope of Work set forth in Schedule A to this Amendment shall be performed in addition to the Scope of Work set forth in Schedule A of the Agreement.

Article 1.1 of the Agreement is hereby amended to reflect that the Substantial Completion of the Work will be extended by 114 days and ESCO now projects it will achieve Substantial Completion within 630 days from the Date of Commencement.

Article 2.1 of the Agreement is hereby amended to reflect that the Contract Price now includes the price of the Scope of Work to be performed by ESCO in connection with this Amendment No. 1 of $6,172,270.00, resulting in a new total Contract Price of $14,663,872.00

Section 5. Savings Projections. Schedule B of the Agreement is replaced in entirety with the enclosed Schedule B.

All other terms and conditions of the Original Agreement not amended herein, remain in full force and effect.

(REST OF PAGE LEFT INTENTIONALLY BLANK)

In Witness Whereof, the parties hereto have caused this Contract to be executed and attested by their respective officers thereunto duly authorized.

CITY OF PALMDALE:

Ronda Perez
Signed: 11/21/2023

Ronda Perez
City Manager

LG
Signed: 11/16/2023

ADDRESS FOR NOTICE:
CITY OF PALMDALE
38300 Sierra Highway
Palmdale, CA 93550

SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.:

Signed: 11/21/2023

Tammy Tolle
Vice President

ADDRESS FOR NOTICE:
SCHNEIDER ELECTRIC BUILDINGS AMERICAS INC.
1660 SCENIC AVENUE
COSTA MESA, CA 92626

APPROVE AS TO FORM:

William Patrick Curley III
Signed: 11/21/2023

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Signed: 11/22/2023

Roxanne Faber
Acting City Clerk

---------- INTERNAL USE ONLY ----------

■Certificate(s) and Endorsement(s) attached
■Confirmed business name on contract with certificate(s)
■Original contract and previous amendment(s) (if any) are attached
■Attached Agreement Checklist and met all requirements

Record of Signing

For
Name
Title



Signed on 2023-11-16 00:16:59 GMT

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SigningID: Yzg4NzBhNDEtNz
Signing date: 11/16/2023
IP Address: 206.171.111.149
Email: lglidden@cityofpalmdale.org

For
Name
Title



Signed on 2023-11-21 17:21:03 GMT

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SigningID: NGQxODg1ZmItZD
Signing date: 11/21/2023
IP Address: 184.177.146.236
Email: tammy.tolle@se.com

For
Name
Title



Signed on 2023-11-21 17:28:40 GMT

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Signing date: 11/21/2023
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Email: wcurley@harperburns.com

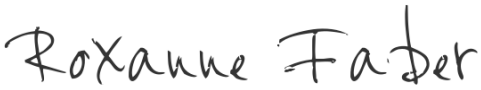
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Signing date: 11/21/2023
IP Address: 206.171.111.149
Email: rperez@cityofpalmdale.org

For
Name
Title



Signed on 2023-11-22 20:56:24 GMT

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Signing date: 11/22/2023
IP Address: 206.171.111.149
Email: rfaber@cityofpalmdale.org

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ENERGY SERVICES CONTRACT

CITY OF PALMDALE AGREEMENT NO. A-8161

This is an Energy Services Contract (this "Contract") by and between Schneider Electric Buildings Americas, Inc. ("ESCO") and City of Palmdale, California ("Customer"), dated 03/29/2023 (the "Effective Date ") whereby ESCO agrees to provide and perform the energy conservation measures ("ECMs") set forth in the Contract Documents including the Schedules listed below and incorporated fully herein, subject to the terms and conditions set forth herein:

Schedule A: Scope of Work
Schedule B: Projected Savings
Exhibit A: ARPA Requirements
Exhibit B: Prevailing Wage Requirements
Exhibit C: Worker's Compensation Insurance Certificate, Payment and Performance Bond Forms
Exhibit D: Lighting Schedule

RECITALS

WHEREAS, Customer owns and operates the Project Site(s), and is in need of energy, water and operating cost saving equipment and services designed to save energy and associated energy costs at said Project Sites; and

WHEREAS, Customer is authorized under the laws of the State of California (hereinafter the "State") to enter into this Contract for the purposes set forth herein.

WHEREAS, ESCO is knowledgeable about certain procedures for controlling energy and water consumption and reducing operating costs through services provided and equipment installed and maintained at project sites similar in scope and scale of Customer; and

WHEREAS, under a separate agreement with the Customer, the ESCO has performed an Investment Grade Audit (defined below) and has prepared an Investment Grade Audit Presentation, and the Parties hereby acknowledge that the Investment Grade Audit Presentation has been reviewed and accepted by the Customer; and

WHEREAS, Customer desires to retain ESCO to purchase, install and service certain energy, water and operating cost savings equipment and to provide other services and strategies described in the attached Schedules, for the purpose of achieving energy, water and operating cost reductions within Project Site(s), as more fully described herein; and

WHEREAS, ESCO understands, acknowledges, and agrees that one of the funding sources for its work is from the American Rescue Plan, Coronavirus State and Local Fiscal Recovery Funds (collectively "ARPA"). ESCO agrees that it shall comply with any applicable regulations associated with ARPA funds, on those specifically funded ARPA projects as listed in Schedule A. By executing this Contract, ESCO agrees to comply with any applicable regulations and reporting requirements set forth in Exhibit "A", "B" & "C" attached hereto and shall familiarize itself with those requirements.

NOW, THEREFORE, In consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, Customer and ESCO hereto covenant and agree that the following Schedules are attached hereto (or will be, as provided in this Contract) and are made a part of this Contract by reference.

	City of Palmdale, California		Schneider Electric Buildings Americas, Inc.
By	(Signature)	By	(Signature)
Print Name	Londa Reitz	Print Name	Tammy Tolle
Title	City Manager	Title	March 22, 2023

APPROVED AS FORM:

William P. Curley, III
Interim City Attorney

ATTEST:

Roxanne Faber
Acting City Clerk

DEFINITIONS

1. "Change Order" is defined as a written change to any term of this Contract, including but not limited to changes to the Scope of Work, Contract Price and Contract Time that is executed by both parties.

2. "Contract Documents" consist of this Contract with the terms and conditions set forth herein, the Schedules identified above, and any mutually agreed upon written modification issued after execution of this Contract as provided in a Change Order. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by ESCO. The Contract Documents are correlative and complimentary, and ESCO'S performance shall be required only to the extent consistent with the Contract Documents.

3. "Date of Commencement" is the Effective Date.

4. "Day" as used herein shall mean calendar day unless otherwise specifically designated.

5. "Investment Grade Audit or "IGA" shall mean the services provided under separate agreement wherein the ESCO set forth, among other things, (a) an assessment of the energy characteristics of the Project Site(s), (b) an analysis of energy, water, and wastewater related to the Project Site(s), and (c) recommendations to achieve cost and/or energy, water, and wastewater savings.

6. "IGA Fee" All costs incurred during the IGA phase.

7. "Project" shall mean the equipment, services and improvements to the Project Site(s) to be constructed by ESCO in accordance with and subject to the terms and conditions of this Contract as more specifically set forth in Schedule A (Scope of Work). For the avoidance of doubt, notwithstanding the original scope of the Project as contemplated in the IGA, the Scope of Work attached as Schedule A shall represent the entirety of the intended and agreed upon scope for the Project.

8. "Project Site(s): The facilities of the Customer, identified in the Scope of Work, in need of energy, demand, water and operating equipment and services designed to reduce consumption and associated costs.

9. "Substantial Completion" refers to and shall mean the point at which Work is sufficiently implemented in accordance with the Contract Documents so as to be operational and fit for use by Customer and fully complete except for minor items, adjustments and/or corrections.

10. "Substantial Completion Letter" shall have the meaning set forth in Section 9.3 hereof.

11. "Warranty Period" is for one (1) year from the date set forth in the applicable Substantial Completion Letter, unless a different period is stated in the Scope of Work.

12. "Work" means the services required to be performed by ESCO pursuant to Schedule A (Scope of Work), whether completed or partially completed, and all labor, materials, equipment and services required to be provided in order for ESCO to perform such services in accordance with the Contract Documents. Work may refer to the whole or parts of the Scope of Work.

TERMS AND CONDITIONS OF IMPLEMENTATION PORTION OF CONTRACT

ARTICLE 1 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

1.1 ESCO projects it will achieve Substantial Completion of the Work within 516 days from Date of Commencement (the "Contract Time"), subject to adjustments of this Contract Time as provided in the Contract Documents.

1.2 ESCO's preliminary project schedule is shown below. If any of the work is delayed due to Customer funding constraints, additional time shall be added by ESCO to the Contract Time, per paragraph 7.3.

Task Name	Duration	Start	Finish
City of Palmdale - Final Design and Construction Phase			
FY22/23	**368 days**	**Wed 3/1/23**	**Fri 7/26/24**
City Council Approval FY22/23	1 day	Wed 3/1/23	Wed 3/1/23
Execute Contract/ Subcontracts/ Kickoff	12 days	Thu 3/2/23	Fri 3/17/23
Final Design and Permitting	40 days	Mon 3/20/23	Fri 5/12/23
Submittal Generation/ Review/ Approval	40 days	Mon 5/15/23	Fri 7/7/23
Equipment Lead Time - HVAC	120 days	Mon 7/10/23	Fri 12/22/23
Equipment Lead Time - Lighting, Water, EMS	40 days	Mon 7/10/23	Fri 9/1/23
Install - HVAC Units (Day)	60 days	Mon 12/25/23	Fri 3/15/24
Install - HVAC & Lighting EMS (Day - BAS Engineer)	115 days	Mon 11/27/23	Fri 5/3/24
Install - Irrigation (Day)	80 days	Mon 9/4/23	Fri 12/22/23
Install - Interior & Exterior Lighting (Night)	60 days	Mon 9/4/23	Fri 11/24/23
Install - Sports Field Lighting (Day)	70 days	Mon 9/4/23	Fri 12/8/23
Commissioning and Punchlist	40 days	Mon 5/6/24	Fri 6/28/24
Project Closeout	20 days	Mon 7/1/24	Fri 7/26/24

ARTICLE 2 – CONTRACT PRICE AND PAYMENTS

2.1 The total of all implementation contract payments shall be $8,491,602 (the "Contract Price"). ESCO shall invoice Customer for construction progress payments which shall be paid to ESCO monthly based on the percentage completion of items delineated on a "Schedule of Values" completed during the prior month. The Schedule of Values will be developed by ESCO and provided to Customer at the beginning of project implementation. The Schedule of Values will be based upon the project cost less the Project Mobilization Payment. Payment of invoice is due thirty (30) days after the invoice application date. If receipt of any payment exceeds the thirty (30) days after the invoice application date, Customer shall pay to ESCO a 1% late penalty per month and ESCO reserves the right to terminate this Contract in accordance with Section 12.1 . The Parties agree and acknowledge that Customer may request to include additional Work to the Scope of Work. Any additional Work to be performed by ESCO shall be incorporated into this Agreement by an amendment executed by both Parties.

2.2 Within ten (10) days of the Date of Commencement, Customer shall make payment to ESCO for Project mobilization and other expenses incurred to date ("Project Mobilization Payment") in an amount not to exceed twenty percent (20%) of the Contract Price. Such Project mobilization and other expenses may include, without limitation, the IGA Fee and any design, engineering and/or development expenses incurred in connection with the Project, expenses relating to procurement of equipment, materials, and/or bonds, and any other Project start-up and mobilization expenses incurred to date.

ARTICLE 3 – CUSTOMER

3.1 Except for permits, licenses, inspections and associated fees that are explicitly the responsibility of ESCO under the Contract Documents, Customer shall secure and pay for necessary approvals, inspections, easements, assessments and charges required for the use or occupancy of permanent structures or permanent changes in facilities, including, but not limited to inspections for concrete and/or earthen compaction, where applicable.

3.2 If ESCO fails to correct Work that is not in material accordance with the requirements of the Contract Documents within the Warranty Period or repeatedly fails to carry out the Work in accordance with the Contract Documents ("Defective Work"), Customer shall provide written notice to ESCO detailing any alleged deficiencies. If the noticed deficiencies are not resolved or if ESCO does not diligently commence to address such deficiencies within thirty (30) days of receipt of the written notice, Customer may order ESCO to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, the right of Customer to stop the Work shall not give rise to a duty on the part of Customer to exercise this right for the benefit of ESCO or any other person or entity.

3.3 Customer acknowledges that any equipment or system not specifically included in the Scope of Work is assumed to be in normal working order. Customer agrees to repair or replace as necessary any defective existing equipment that ESCO has identified its intent to reuse.

3.4 Information under Customer's control shall be furnished by Customer with reasonable promptness as requested by ESCO.

3.5 Customer shall notify ESCO in writing of any or all uses or restrictions in usage relating to Project Site(s).

3.6 The foregoing are in addition to any other duties and responsibilities of Customer set forth herein or in any other Contract Documents.

3.7 Customer shall provide facility access adequate to the requirements of ESCO and their subcontractors in accordance with the project schedule. Keys, access cards, and/or escorts will be provided for all facilities involved in the scope of Work in a quantity sufficient to facilitate execution of scopes at multiple locations with multiple trades. If Customer agrees to provide to areas of the Project site and later limits or restricts ESCO's access then Customer may be subject to Change Orders for delays resulting from such change in access. Keys and/or access cards will be issued to ESCO project personnel and subcontractor site foreman or lead personnel as necessary.

ARTICLE 4 – ESCO

4.1 ESCO shall supervise and direct the Work, using ESCO'S skill and attention. ESCO shall be solely responsible for and have control over means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

4.2 Unless otherwise provided in the Contract Documents, ESCO shall provide and pay for labor, materials, tools, equipment and machinery necessary for the proper execution and completion of the Work. Certified payroll records will be required to be submitted to Department of Industrial Records. A new project titled "ESCO Energy Efficiency Upgrades" was created on 08 Mar 2023 and assigned DIR Project ID 456487.

4.3 ESCO warrants to Customer that for the applicable Warranty Period the materials and equipment will be of good quality and new unless the Contract Documents require or permit otherwise, and further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for

those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. ESCO'S warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by or for ESCO, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. ESCO shall repair or replace defective material or equipment and re-perform Work to correct any defect within the Warranty Period. ESCO does not warrant products not manufactured by ESCO, but it will pass on to Customer any manufacturer's warranty to the extent permitted. THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES WHETHER STATUTORY, EXPRESS OR IMPLIED (INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OR TRADE), AND ESCO WILL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF CUSTOMER UNLESS REQUIRED BY APPLICABLE STATE LAW. ESCO'S RESPONSIBILITY IN WARRANTY OR CONTRACT SHALL NOT EXCEED THE CONTRACT PRICE PAID FOR THE SPECIFIC PRODUCT OR SERVICE THAT GIVES RISE TO THE CLAIM EXCLUDING THIRD PARTY CLAIMS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE OR AS MAY BE REQUIRED BY LAW.

4.4 Unless otherwise provided in the Contract Documents, the Contract Price excludes all present or future sales taxes, revenue or excise taxes, value-added taxes, import and export duties and any other taxes, surcharges or duties now existing or hereafter imposed by Government authorities upon services provided by ESCO. As this is a construction contract, ESCO is considered the ultimate consumer/user of all materials purchased for incorporation or used in the performance of the work and will pay tax on its purchases and will not invoice the Customer for such taxes and/or fees.

4.5 ESCO shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

4.6 ESCO shall keep the premises and surrounding areas free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, ESCO shall remove from and about Project waste materials, rubbish, ESCO'S tools, equipment, machinery and surplus material.

4.7 ESCO shall provide Customer access to the Work in preparation and progress wherever located.

4.8 ESCO shall pay all royalties and license fees required for the manufacture, sale and/or use of the designs, processes, devices, materials, and other products provided by ESCO pursuant to the Contract Documents ("Products"). ESCO shall defend Customer from suits or claims for infringement of patent rights caused by the manufacture, sale and/or use of any such Products, and shall hold Customer harmless from loss on account thereof. In the event any Product is found to infringe a third party's intellectual property rights, ESCO shall, at its expense and at its sole option, either; (i) procure the right for Customer to continue using such Product, (ii) modify such Product to render it non-infringing (provided such modification does not materially degrade the performance, functioning or operation of the Product), or (iii) replace such Product with functionally equivalent, compatible, non-infringing Product.. Notwithstanding the foregoing, ESCO's obligations hereunder shall not apply to the extent (1) the alleged infringement is based upon or caused by ESCO's products being modified or combined with any other design, process, device, material, or product without ESCO's prior written approval, or (2) ESCO provided the allegedly infringing Product subject to specific requirements of the Customer, unless ESCO knew of the alleged infringement and failed to inform Customer.

4.9 Except to the extent of the negligence or willful misconduct of Customer, or its agents, representatives, employees, officers, directors or assigns, to the maximum extent permitted by law, ESCO shall indemnify, protect, defend and hold harmless the Customer, its Board of Directors, officers, employees, agents, volunteers, and representatives ("Indemnitees") with respect to any and all claims, suits, actions, stop notices, liabilities and/or damages, including related expenses, attorney's fees and costs, based on, arising out of, or in any way related to the work undertaken by ESCO pursuant to this Contract, and in connection with the Project.

4.10 NOTWITHSTANDING ANYTHING IN THE CONTRACT DOCUMENTS TO THE CONTRARY, ESCO SHALL NOT BE LIABLE IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES

WHATSOEVER. The remedies of Customer set forth herein are exclusive where so stated and the total cumulative liability of ESCO with respect to this Contract or anything done in connection therewith, such as the use of any product covered by or furnished under the Contract, whether in contract, in tort (including negligence or strict liability) or otherwise, shall not exceed the Contract Price, excluding third party claims for personal injury, or claims of tangible property damage to the extent caused by ESCO's negligence or as may be required by law. The foregoing limitations and exclusions of liability shall only apply to the extent permitted by the Constitution and laws of the State.

ARTICLE 5 – DISPUTE RESOLUTION

5.1 To the extent allowed by applicable law, any controversy or claim arising out of or relating to this Contract or the Contract Documents, or any breach thereof, shall be settled by binding arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

The arbitration proceeding location shall be in the county in which the Project is located.

ARTICLE 6 – SUBCONTRACTS

6.1 A Subcontractor is a person or entity who has a direct contract with ESCO to perform a portion of the Work at the site.

6.2 Unless otherwise stated in the Contract Documents or the bidding requirements ESCO, if requested in writing by Customer, shall furnish in writing to Customer the names of the Subcontractors to whom ESCO plans to award Work, at Customer's request prior to the start of Work. Contracts between ESCO and Subcontractors shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to ESCO by the terms of the Contract Documents, and to assume all the obligations and responsibilities which ESCO, by the Contract Documents, assumes toward Customer.

ARTICLE 7 – CHANGES IN THE WORK

7.1 Customer may request changes in Work consisting of additions, deletions or modifications, whereby, the Contract Price and/or Contract Time shall be adjusted accordingly. Such changes in the Work shall be authorized by written Change Order that shall be mutually agreed to and signed by Customer and ESCO. The parties shall negotiate in good faith and use their best efforts to execute any Change Order, and any Change Order must be fully executed in writing by Customer and ESCO prior to any actual changes being implemented.

7.2 The cost or credit to Customer from a change in the Work shall be determined by mutual agreement and, in the absence of a mutual agreement being reached within a reasonable amount of time after the request for such Change Order was made, the cost or credit to Customer shall be decided by the dispute resolution process as provided in the Contract Documents. Upon receipt of a change order, City will provide a written response within 7 working days.

7.3 In the event of any suspension or delay due to the acts or omissions of Customer or Customer directives to stop Work for any reason, through no fault of ESCO, the Contract Time for Substantial Completion shall be extended to reflect such period of interruption and the Contract Price shall be equitably adjusted to recover ESCO'S costs of demobilization, delay, remobilization and other cost increases related to such suspension or delay. ESCO agrees it will cooperate with Customer and mitigate such costs to the extent commercially reasonable. If such suspension or delay continues for more than ninety (90) consecutive days, through no act or fault of ESCO, ESCO may terminate this Contract and recover from Customer payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination and damages.

7.4 Materials and Equipment Procurement. In the event a significant delay in acquiring materials or equipment or a significant increase in the price of materials or equipment occurs during the performance of the Contract by no fault of Design/Builder, the Contract Price and/or the Completion Date, as appropriate, shall be equitably adjusted by Change Order. A change in the price of an item of material or equipment will be considered significant when the price of an item increases by greater than five percent (5%) between the Project Proposal Date and the date on which such item is due to be purchased and/or installed in accordance with the Schedule of Values or the Construction Schedule.

7.5 Unforeseen Conditions. "Unforeseen Site Conditions" shall mean and include any subsurface, concealed or latent conditions, including without limitation the presence of hazardous materials, that differ materially from those conditions (i) actually known by Design/Builder, (ii) accurately reflected in available existing data, (iii) expected based on the results of Design/Builder's Site Investigation, and/or (iv) that would have been identified, discovered and/or confirmed by the exercise of reasonable due diligence in Design/Builder's Site Investigation. In the event Design/Builder encounters Unforeseen Site Conditions at the Project Site or that otherwise impact the Project, Design/Builder shall notify Public Agency of such conditions promptly and before such conditions are further disturbed, but in no event later than three (3) business days after observing such conditions. To the extent Design/Builder incurs additional costs or delays as a result of Unforeseen Site Conditions, the Parties shall execute a Change Order reflecting an equitable adjustment to the Project Fee and/or the Completion Date, as appropriate.

ARTICLE 8 – TIME

8.1 The date of Substantial Completion is the date certified by ESCO in accordance with Article 9.3.

8.2 If ESCO is delayed at any time in progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, unusually severe shortages in the available supply of and/or unusually severe increases in the cost of materials or equipment needed for performance of the Work, delays of common carriers, or any other causes which are beyond the reasonable control of ESCO, then the parties hereto agree to execute a Change Order allowing for a mutually agreeable extension of time for performance of ESCO'S Work to cover such delay.

8.3 Customer acknowledges that the prevailing COVID epidemic/pandemic and the evolving situation surrounding the same may trigger stoppages, hindrances and/or delays in ESCO's (or its subcontractors' or suppliers') ability or capacity to perform the contracted Work and/or to produce, deliver, install or service any applicable products, irrespective of whether such stoppages, hindrances and/or delays are due to measures imposed by authorities or deliberately implemented by ESCO (or its subcontractors or suppliers) as preventive or curative measures to avoid harmful contamination or exposure of ESCO's (or its subcontractors' or suppliers') employees. Customer therefore recognizes that such circumstances shall be considered as a cause for excusable delay and shall not expose ESCO to contractual sanctions (including without limitation delay penalties, liquidated damages or other damages) or termination for default.

ARTICLE 9 – PAYMENTS AND COMPLETION

9.1 Payments shall be made as provided in Article 2 of the Contract.

9.2 Payments may be withheld on account of (1) Defective Work not remedied per Article 3.2, (2) failure of ESCO to make payments properly to the Subcontractors or for labor, materials or equipment, or (3) repeated failure to carry out the Work in accordance with the Contract Documents.

9.3 Upon Substantial Completion of the Work or any portion of the Work, ESCO will issue Customer a Substantial Completion Letter for the applicable Work.

9.4 Final payment shall not become due until ESCO has delivered to Customer a conditional release of all

liens arising out of this Contract covering all labor, materials, and equipment for which a lien could be filed. Upon receipt of final payment, ESCO shall deliver an unconditional and final waiver and release of all liens.

9.5 The making of final payment shall constitute a waiver of claims by Customer except those arising from (1) liens, claims, security interests or encumbrances arising out of the Contract and which are unsettled, (2) failure of the Work to comply with the requirements of the Contract Documents, or (3) terms of special warranties required by the Contract Documents.

ARTICLE 10 – PROTECTION OF PERSONS AND PROPERTY

10.1 ESCO shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. ESCO shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to (1) employees on the Work and other persons who may be affected thereby, (2) the Work and materials and equipment to be incorporated therein, and (3) other property at the site or adjacent thereto.

10.2 ESCO shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss.

10.3 The Work or service to be performed by ESCO pursuant to this Contract, and the compensation to be paid to ESCO hereunder for Work or services performed, expressly exclude any Work or service of any nature associated or connected with the identification, abatement, cleanup, control or removal of environmentally hazardous materials beyond what is specifically defined and identified in Schedule A of this Contract. "Hazardous Materials" to include, but not be limited to, asbestos and PCBs discovered in or on the premises. Customer agrees that all duties and obligations in connection with any hazardous materials located in or on the premises, other than those defined in Schedule A, are strictly the responsibility of Customer. Customer will provide any hazardous materials testing documentation and reports, and information from previous sources or vendors used in hazardous materials testing. Customer warrants and represents to the best of Customer's knowledge there are no hazardous materials in or on the premises which will affect, be affected by, come in contact with, or otherwise impact upon or interfere with the Work to be performed by ESCO pursuant to this Contract.

10.4 Should ESCO become aware or suspect the presence of hazardous materials beyond those to be addressed in Schedule A during performance of its Work under this Contract, ESCO will be authorized to cease Work in the affected area immediately, and will promptly notify Customer of the conditions discovered. Should ESCO stop Work because of the discovery or suspicion of hazardous materials, the time for performance of ESCO'S Work or service will be extended to cover the period required for abatement, cleanup, or removal of the hazardous materials. ESCO will not be held responsible for any claims, damages, costs, or expenses of any kind associated with the period during which ESCO has stopped Work as a result of hazardous materials. If appropriate, ESCO will be entitled to an equitable adjustment of the Contract Price for any increased costs or other charges incurred by ESCO in connection with the existence of its rights under this paragraph.

10.5 Customer will be responsible for taking all necessary steps to correct, abate, clean up, or control hazardous materials not addressed by ESCO in Schedule A in accordance with all applicable statutes and regulations. Customer specifically agrees, to the extent allowed by state law, to indemnify and to hold ESCO, its officers, agents and employees harmless from and against any and all claims, demands, damages, or causes of action in any way arising out of the release of hazardous materials into the air, soil, or any water system or water course, or any actions taken in connection with same, or any failure to act.

ARTICLE 11 – INSURANCE AND BONDS

11.1 ***Required Insurance***. Without limiting ESCO's indemnification of Customer, as described herein previously, and unless modified by Customer, ESCO shall obtain, provide and maintain, at its own expense, during the term of this Contract, a policy or policies of insurance, satisfactory to the City, from insurance carriers

admitted to do business in the State of California and rated in A.M. Best's Insurance Guide with a rating of A:VII or better, which contain the coverage described below

11.1.1 *Commercial General Liability Insurance.* A policy of commercial general liability insurance, written on an "occurrence" basis, with a limit of not less than five million dollars ($5,000,000) per occurrence ("*General Liability Policy*").

11.1.2 *Automobile Liability Insurance.* A policy of automobile liability insurance, written on an "occurrence" basis, with a combined single limit of not less than five million dollars ($5,000,000) per accident for bodily injury and property damage ("*Auto Liability Policy*"). The Auto Liability Policy must include coverage for owned, hired and non-owned automobiles.

11.1.3 *Workers' Compensation and Employer's Liability Insurance.* Workers' compensation insurance as required by California law, and employer's liability insurance, written on an "occurrence" basis, with a limit of not less than five million dollars ($5,000,000).

11.1.4 *Professional Liability Insurance.* Professional liability insurance, written on a claims-made (and reported) basis, with a limit of not less than five million dollars ($5,000,000) per claim ("*Professional Liability Policy*").

11.2 ***Duration of Insurance.*** The insurance required pursuant to this Article 11 shall be procured by ESCO prior to ESCO's commencement of the Project and shall be maintained in effect by ESCO at least until the date that is one year following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project. Notwithstanding the foregoing, ESCO shall maintain the Professional Liability Policy in effect at least until the date that is three years following the earlier of the termination of this Agreement or the Date of Substantial Completion of the Project.

11.3 ***Insurer Rating Standards.*** The insurance policies required pursuant to this Article 6 must be issued by one or more insurers that are (i) licensed to do business in the State of California and (ii) have an A.M. Best Company rating of not less than "A-" and a financial size category of not less than "VII."

11.4 ***Additional Insureds.*** Customer, members of Customer's Governing Body, and Customer's other officers, employees, and agents (collectively, including the Governing Body, the "*Customer Agents*"), shall all be named as additional insureds on ESCO's General Liability Policy and Auto Liability Policy. The additional insured endorsements will be provided on the most current versions of ISO Form CG 2010 and ISO Form CG 2037 or their substantial equivalents.

11.5 ***Waiver of Subrogation.*** Each of the General Liability Policy and the Auto Liability Policy shall provide a waiver of transfer of rights of recovery in favor of Customer.

11.6 ***ESCO Insurance is Primary.*** The General Liability Policy and the Auto Liability Policy must be endorsed to provide that they are primary and non-contributory.

11.7 ***Premiums, Deductibles and Self-Insured Retentions.*** ESCO shall be solely responsible for paying any and all deductibles and self-insured retentions applicable to any of the insurance policies that ESCO is required to have in effect pursuant to this Article 6.

11.8 ***Evidence of Coverage.*** Prior to commencing the Work, ESCO must provide to Customer duly authorized and executed certificates of insurance evidencing that the insurance policies required to be maintained by ESCO pursuant to this Article 6 are in effect (each a "*Certificate of Insurance*") As applicable, the Certificates of Insurance must identify those who are additional insureds in accordance with this Article 6. Not less than thirty days prior to the expiration of any insurance policy that ESCO is required to maintain pursuant to this Article 6,

ESCO must provide an updated Certificate of Insurance to Customer evidencing the renewal of such policy.

11.9 ***Notice of Change in Policies.*** ESCO shall notify Customer within thirty (30) days of its receipt of written notice from an applicable insurer that a policy required hereunder will expire without renewal or will be canceled, terminated, or materially reduced in coverage.

11.10 ***Review of Coverage.*** Customer's failure to identify any non-compliance by ESCO with the requirements of this Article 6 shall not be deemed or construed to relieve ESCO from any of its obligations hereunder.

11.11 ***Subcontractor Insurance.*** ESCO shall require any and all subcontractors working on its behalf to provide insurance coverages and limits that are based on the scope of work and nature of risk being performed by the subcontractor. Any and all subcontractors working on behalf of ESCO shall be subject to all other insurance requirements that are stated herein.

11.12 ***Bonds.*** ESCO shall provide payment and performance bonds for 100% of the Contract Price to secure the faithful performance of the Work, compliance with the terms of this Contract and to insure ESCO'S payment obligations to its Subcontractors and suppliers related to the Work. Notwithstanding any provision to the contrary herein, any payment and performance bonds associated with this Contract guarantee only the performance of the installation portion of the Contract, and shall not be construed to guarantee the performance of: (1) any efficiency or energy savings guarantees, (2) any support or maintenance service agreement, or (3) any other guarantees or warranties with terms beyond one (1) year in duration from the completion of the installation portion of the Contract. The bond forms required to be executed are attached hereto and incorporated by reference herein. The Contractor is required to provide a written guaranty of Contractor's work. In furtherance thereof, Contractor shall execute the written form of Guaranty attached hereto and incorporated by reference herein.

ARTICLE 12 – TERMINATION OF THE CONTRACT

12.1 If Customer fails to make payments to ESCO as required in this Contract, through no fault of ESCO, ESCO may, upon thirty (30) business days written notice to Customer, suspend or terminate the Contract and recover from Customer payment for all Work executed and for proven loss with respect to materials, equipment, tools, and machinery, including reasonable overhead, profit and damages applicable to the Project.

12.2 If the Customer fails to fulfill any of its other obligations or responsibilities under the Contract Documents, ESCO may, after delivery of written notice and providing Customer ten (10) business days to cure, suspend or terminate the Contract.

12.3 If ESCO breaches a material provision of this Contract, Customer has provided written notice to ESCO detailing the alleged breach, and within ten (10) business days of receipt of the written notice the alleged breach is either not cured or ESCO has not diligently commenced to cure such breach, Customer may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due ESCO.

12.4 Subject to Article 13.2, termination of any of the Contract Documents shall release ESCO of all remaining obligations under all of the Contract Documents as of the effective date of such termination.

12.5 Any remedies provided for in this Article 12, shall not be exclusive of any additional remedies available to a party pursuant to this Contract, in equity or in the law.

ARTICLE 13 – OTHER CONDITIONS OR PROVISIONS

13.1 Severability. If any provision of this Contract is determined to be invalid, illegal, or unenforceable as written, such provision shall be construed consistent with and to the fullest extent permitted under the law, and any such determination shall not affect or impair the validity, legality and enforceability of the remaining provisions.

13.2 Survival of Obligations. The obligations of the Parties under this Contract that by their nature would continue beyond expiration, termination or cancellation of this Contract (including, without limitation, the warranties, indemnification obligations, limitation of liability, effect of suspension or termination, confidentiality requirements and ownership and property rights) shall survive any such expiration, termination or cancellation.

13.3 Nothing herein shall be deemed to establish a relationship of principal and agent between ESCO and Customer, or any of their respective agents or employees, and this Contract and the Contract Documents may not be construed as creating any form of legal association or arrangement that would impose liability upon one party for the act or failure to act of the other party.

13.4 Ethics and Compliance with Law. Each party shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party. Neither party shall take any action in violation of any applicable legal requirement that could result in liability being imposed on the other party. In the event Customer has concerns related to ethics, compliance or ESCO's Principles of Responsibility, and/or any potential violations of these policies, Customer is welcome to make use of ESCO's GreenLine. The GreenLine is ESCO's global helpline for external stakeholders. It is a confidential channel through which Customers can ask questions and raise concerns. Reports can be made using the following link: https://secure.ethicspoint.eu/domain/media/en/gui/104677/index.html.

13.5 Import and Export. The products, software, services, information, other deliverables and/or the technologies embedded therein (hereinafter referred to as "Deliverables") provided by ESCO under this Contract contain or may contain components and/or technologies from the United States of America ("US"), the European Union ("EU") and/or other nations. Customer acknowledges and agrees that the supply, assignment and/or usage of Deliverables under this Contract shall fully comply with applicable US, EU and other national and international export control laws and/or regulations. Unless applicable export licenses have been obtained from the relevant authority and ESCO has approved, the Deliverables shall not (i) be exported and/or re-exported to any destination or party (including without limitation to any individual, group and/or legal entity) restricted by the applicable export control laws and/or regulations; or (ii) be used for those purposes and fields restricted by the applicable export control laws and/or regulations. Customer also agrees that the Deliverables will not be used either directly or indirectly in any rocket systems, unmanned air vehicles, nuclear weapons delivery systems, and/or in any design, development, production or use of or related to weapons (which may include, without limitation, chemical, biological or nuclear weapons). If any necessary or advisable licenses, authorizations or approvals are not obtained, whether arising from inaction by any relevant government authority or otherwise, or if any such licenses, authorizations or approvals are denied or revoked, or if the applicable export control laws and/or regulations would prohibit ESCO from fulfilling any order, or would in ESCO's judgment otherwise expose ESCO to a risk of liability under the applicable export control laws and/or regulations if it fulfilled the order, ESCO shall be excused from all affected obligations under such order and/or this Contract.

13.6 Cybersecurity.

13.6.1 Customer's Obligations for Its Systems. Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect its computer network, systems, machines, and data (collectively, "Systems"), including those Systems on which it runs the Deliverables provided by ESCO, against Cyber Threats. "Cyber Threat" means any circumstance or event with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including through malware, hacking, or similar attacks. Without limiting the foregoing, Customer shall at a minimum:

(a) have qualified and experienced personnel with appropriate expertise in cybersecurity maintain Customer's Security Program, and have such personnel regularly monitor cyber intelligence feeds and security advisories applicable to Customer's Systems or Customer's industry;

(b) promptly update or patch its Systems or implement other appropriate measures based on any reported Cyber Threats and in compliance with any security notifications or bulletins, whether publicly

disclosed on ESCO's security notification webpage at https://www.se.com/ww/en/work/support/cybersecurity/security-notifications.jsp or otherwise provided to Customer;

(c) regularly monitor its Systems for possible Cyber Threats;

(d) regularly conduct vulnerability scanning, penetration testing, intrusion scanning, and other cybersecurity testing on its Systems; and

(e) meet the recommendations of ESCO's Recommended Cybersecurity Best Practices, available at https://www.se.com/us/en/download/document/7EN52-0390/, as may be updated by ESCO from time to time, and then-current industry standards.

13.6.2 Customer's Use of the Deliverables. ESCO may release Updates and Patches for its Deliverables from time to time. Customer shall promptly install any Updates and Patches for such Deliverables as soon as they are available in accordance with ESCO's installation instructions and using the latest version of the Deliverables, where applicable. An "Update" means any software that contains a correction of errors in a Deliverable and/or minor enhancements or improvements for a Deliverable, but does not contain significant new features. A "Patch" is an Update that fixes a vulnerability in a Deliverable. Customer understands that failing to promptly and properly install Updates or Patches for the Deliverables may result in the Deliverables or Customer's Systems becoming vulnerable to certain Cyber Threats or result in impaired functionality, and ESCO shall not be liable or responsible for any losses or damages that may result.

13.6.3 Identification of Cyber Threats. If Customer identifies or otherwise becomes aware of any vulnerabilities or other Cyber Threats relating to the Deliverables for which ESCO has not released a Patch, Customer shall promptly notify ESCO of such vulnerability or other Cyber Threat(s) via the ESCO Report a Vulnerability page (https://www.se.com/ww/en/work/support/cybersecurity/report-a-vulnerability.jsp#Customers) and further provide ESCO with any reasonably requested information relating to such vulnerability (collectively, "Feedback"). ESCO shall have a non-exclusive, perpetual and irrevocable right to use, display, reproduce, modify, and distribute the Feedback (including any confidential information or intellectual property contained therein) in whole or part, including to analyze and fix the vulnerability, to create Patches or Updates for its customers, and to otherwise modify its Deliverables, in any manner without restrictions, and without any obligation of attribution or compensation to Customer; provided, however, ESCO shall not publicly disclose Customer's name in connection with such use or the Feedback (unless Customer consents otherwise). By submitting Feedback, Customer represents and warrants to ESCO that Customer has all necessary rights in and to such Feedback and all information it contains, including to grant the rights to ESCO described herein, and that such Feedback does not infringe any proprietary or other rights of third parties or contain any unlawful information.

13.7 This Contract shall be governed by the laws of the State of California.

13.8 As between Customer and ESCO, any applicable statute of limitation shall commence to run and any alleged cause of action shall be deemed to have accrued (1) not later than the date of Substantial Completion for acts or failures to act occurring prior to the relevant date of Substantial Completion, or (2) not later than the date of the relevant act or failure to act by either party for acts or failures to act occurring after the date of Substantial Completion.

13.9 ESCO shall prepare and provide and Customer agrees to participate in press release(s) and business case studies limited to the business relationship with ESCO and Customer's use of ESCO's services. Customer agrees to grant ESCO the right to use Customer's trademarks, for the term contained herein, in connection with press releases, case studies or website marketing, advertisement, promotion, sale, and distribution of ESCO's services. Prior written notice of use shall be provided to Customer by ESCO and Customer's written approval is necessary for any press releases or case studies.

13.10 This Contract sets forth the entire understanding between the parties and supersedes all prior and contemporaneous oral or written understandings relating to the subject matter herein. This Contract may not be altered or modified except by a written instrument signed by a duly authorized representative of each party.

SCHEDULE A
SCOPE OF WORK

Customer hereby acknowledges and agrees that the scope of work shall be limited to, and ESCO shall only perform, the following:

Current Scope and Full Project Scope

As outlined below, funding sources for the current project scope are as follows:

Project Type	Site	Funding Source*
Interior LED Lighting	City Hall	OBF
	Development Services	OBF
	Legacy Commons for Active Seniors	OBF
	Palmdale Playhouse	OBF
	Maintenance Facility	OBF
Exterior LED Lighting	City Hall	OBF
	Development Services	OBF
	Legacy Commons for Active Seniors	OBF
	Palmdale Playhouse	OBF
	Maintenance Facility	OBF
Streetlight Retrofit	Anaverde Streetlight Assessment District	CIP
Sports Field LED Lighting Retrofit	Domenic Massari Park	CIP
	Marie Kerr Park	ARPA
HVAC Replacement	Courthouse	RSF
	City Hall	RSF
	Desert Sands Park	RSF
	Development Services	ARPA
	Library	CIP
	SAVES	ARPA
Retrofit Energy Management System to Automated Logic Controllers	Courthouse	ARPA
	City Hall	ARPA
	Desert Sands	ARPA
	Development Services	ARPA
	Library	CIP
Irrigation Control Upgrades	Domenic Massari Park	ARPA
	Sam Yellen Park	ARPA
	DryTown Water Park and Oasis Recreation Center	ARPA
	Joshua Hills Park	ARPA
	Heritage Airpark	ARPA
	SAVES	ARPA
	Parks and Recreation Building	ARPA
	Palmdale Playhouse	ARPA
	Legacy Commons for Active Seniors	ARPA
	Civic Center – Library	ARPA
	Civic Center – Poncitlan Square	ARPA
	WorkSource Center and Hammack Activity Center	ARPA
	St. Claire Parkway	ARPA
	Demonstration Garden	ARPA
	Manzanita Heights	ARPA
	Pelona Vista	ARPA

	Desert Sands	ARPA
	Anaverde Park	ARPA
	Foothill Park	ARPA
	West Marie Kerr Park	ARPA
	East Marie Kerr Park	ARPA
	Arnie Quinones Park	ARPA
	American Indian Little League	ARPA

* Funding Sources are as follows:
OBF – On Bill Financing
CIP – Capital Improvement Project
RSF – Southern California Energy Network's Revolving Savings Fund
ARPA – American Rescue Plan Act

The budgets for the projects listed above are as follows:

On Bill Financing	$748,669
Revolving Savings Fund	$1,096,933
American Rescue Plan Act	$4,850,000
Library CIP	$425,000
Sports Field Lighting CIP	$964,041
Anaverde Streetlight District	$371,000
Other CIP	$35,959
Total	$8,491,602

Measure	Price	Site	Funding
Interior LED Lighting	$611,170	City Hall, Dev Services, Legacy Commons, Playhouse, Public Works	OBF
Exterior LED Lighting	$137,499	City Hall, Dev Services, Legacy Commons, Playhouse, Public Works	OBF
Anaverde LED Lighting	$371,000	Anaverde	CIP
Sports Field LED Lighting	$1,000,000	Domenic Massari	CIP
Sports Field LED Lighting	$1,219,757	Marie Kerr	ARPA
HVAC Unit Replacement & BMS to ALC Controls	$425,000	Library	CIP
HVAC Unit Replacement & BMS to ALC Controls	$1,250,792	Dev Services	ARPA
HVAC Unit Replacement & BMS to ALC Controls	$294,832	SAVES	ARPA
HVAC Unit Replacement & BMS to ALC Controls	$559,672	City Hall	SoCal REN & ARPA
HVAC Unit Replacement & BMS to ALC Controls	$843,239	AERO	SoCal REN & ARPA
HVAC Unit Replacement & BMS to ALC Controls	$221,257	Desert Sands	SoCal REN & ARPA
Irrigation Upgrades & Controls	$1,557,383	All Sites Listed in Scope of Work	ARPA
Total	**$8,491,602**		

Some or all of the following retrofits may be added via amendment for future implementation, for a mutually agreed upon additional price:

Project Type	Site
Interior LED Lighting	DryTown Water Park
	Marie Kerr Park
Sports Field LED Lighting Retrofit	Desert Sand Park

	Pelona Vista Park
	Sam Yellen Park
	Anaverde Park
	Arnie Quinones Park
	Foothill Park
	Joshua Hills Park
	Manzanita Heights Park
	Palmdale Pony Baseball
	American Indian Little League
HVAC Replacement	DryTown Water Park
	Maintenance Facility
	Marie Kerr Park
	Oasis Recreation Center
Retrofit Energy Management System to Automated Logic Controllers	DryTown Water Park
	Legacy Commons for Active Seniors
	Marie Kerr Park
	Oasis Park Recreation Center and Zones
	Maintenance Facility
Potential Chlorine Generation Unit	DryTown Water Park
	Marie Kerr Park
	McAdam Park

Scope of Work Description:

Interior and Exterior LED Lighting

Existing lighting fixtures will be converted to LED lamping, or where retrofit is not possible, new LED fixtures will be installed for maximum efficiency and consistency throughout the various City buildings. The existing lighting controls will be reused, unless additional occupancy sensors and/or dimming switches are otherwise noted in the attached Exhibit "D".

Details of the scope of work are included in Exhibit "D" – Lighting Schedule, as attached, per site, covering the location, fixture and lamp counts, existing fixture and lamp type, and new retrofit/replacement lamp type. This scope of work covers both material and labor for lamp replacement or fixture retrofit/ replacement as indicated.

Interior and Exterior Lighting Exclusions and Clarifications

Clarifications:

- Pricing for ARPA sites is based Exhibit "A" requirements.
- Pricing for OBF or CIP sites will comply with the City's Union CWA
- Project titled "ESCO Energy Efficiency Upgrades" that was created on 08 Mar 2023 and assigned DIR Project ID 456487. This DIR Project ID number will be shared with each subcontractor on the project. They will need this number to submit certified payroll records into DIR's Electronic Certified Payroll Reporting(eCPR) database.
- Emergency batteries are only included where explicitly called out in the survey.
- Does not include installation of dedicated emergency circuits and installation of emergency backup systems where none currently exist.
- Specialty Theater lighting not included.
- Dimming switches, where applicable, are shown in Exhibit D.
- All areas without dimming switches shown will remain lamp retrofits with local occupancy controls as needed, i.e. restrooms, storage areas, electrical rooms, janitors closets etc.
- Areas listed in the Exhibit D as existing LED are not included in the current scope of work.

- ESCO will assist Customer with the completion of the OBF application paperwork and subsequent data required. ESCO shall not be responsible for, and can not make any guarantee to, OBF funding being granted, or any increased financing costs if the Lighting scope is required to be paid for in some other fashion.

The following items are excluded from ESCO's scope of work:

- Painting and patching;
- Light poles or concrete bollards;
- Working in energized electrical gear, or on energized electrical devices;
- Scope assumes that the existing electrical wiring conductors, conduit, raceways, electrical grounding, circuit breakers, lighting luminaires, and controls, are in operable condition and in compliance with existing codes;
- ESCO shall document and submit to Customer any major components or wiring discovered to be in need of repair during installation. Any such repairs are not included in the scope and will be the responsibility of Customer to remedy in a timely manner;
- ESCO is not responsible for existing damage to affected areas. Pre conditions shall be documented and ESCO is not responsible for any existing damage to affected areas;
- Identification, testing, and abatement of hazardous material is not included;
- Costs incurred due to lack of access to required areas or due to access to storage areas to which materials are to be delivered;
- Support mechanisms and housings of fixtures;
- Lenses not specified in the Exhibit D;
- Fixture protective covers;
- Switches, twist timers, and breakers will not be replaced;
- Switch plates will not be replaced; and
- Lighting fixtures will not be replaced unless specified in the Scope of Work.

Sports Field LED Lighting

Furnish and install new MUSCO LED sports field lighting as described below:

Domenic Massari Park - Softball Fields #2 & #4 LED Retrofit

Light-Structure System™ Retrofit with Total Light Control – TLC for LED™ technology
- (13) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires, including BallTracker® technology
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system

On Field Performance – control to benefit players, fans, and TV cameras
- Light levels of 50fc infield and 30fc outfield on Baseball Fields 2 and 4 per Musco design 139818A.
- BallTracker® technology – targeted aerial light optimizing visibility of the ball in play with no glare for players.
- Control-Link® control and monitoring system for remote on/off control, dimming (high/med/low), and monitoring with 24/7 customer support

Environmental Light Control – control for neighbors and the environment
- Reduction of spill light and glare by 50% or more.

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
  - Poles C4 & D2 of Baseball 4 will be a 10/2 warranty. 10 years parts/2 years labor.

Installation Scope of Work

- Receive and inventory the new lighting, pole tops, cross arms and ballast boxes
- Remove the top sections of (13) poles
- Assemble the new light fixtures on the (13) new pole tops/cross arms
- Install the assembled post tops to the existing (13) poles and rework the existing wiring harnesses
- Install 'Ball Tracker' and/or Egress fixtures on existing poles as required
- Install new driver boxes on (13) poles
- Install new Musco Control Panels as required
- Provide lifting equipment as required

Marie Kerr Park - Soccer Field #1 LED Retrofit - Soccer Fields #2 & #3 New Lightstructure System

Light-Structure System™ with Total Light Control – TLC for LED™ technology complete from foundation to poletop in 5 Easy Pieces™. Factory built, wired, aimed, and tested lighting system includes

- (8) Pre-cast concrete bases
- (8) Galvanized steel poles
  - (8) @ 70'
- Remote electrical component enclosures
- Pole length wire harnesses
- UL listed as a complete system

Light-Structure System™ Retrofit with Total Light Control – TLC for LED™ technology

- (4) Factory wired poletop luminaire assemblies
- Factory aimed and assembled luminaires
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Mounting hardware for poletop luminaire assemblies and electrical components enclosures
- Disconnects
- UL listed as a system

On Field Performance – control to benefit players, fans, and TV cameras

- Light levels of 30 foot-candles on Soccer Fields 1, 2 & 3 per Musco design 212542A
- Control-Link® control and monitoring system for remote on/off control, dimming (high/med/low), and monitoring with 24/7 customer support.

Environmental Light Control – control for neighbors and the environment

- Reduction of spill light and glare by 50% or more.

Always Ready to Play – control assuring the results you expect

- Product assurance and warranty program that includes materials and onsite labor, eliminating 100% of your maintenance costs for 25 years.
  - Pole S1 of Soccer Field 1 will be a 10/2 warranty. 10 years parts/2 years labor.

Installation Scope of Work

- Receive and inventory the new lighting, pole tops, cross arms and ballast boxes
- Remove the top sections of (4) poles
- Assemble the new light fixtures on the (4) new pole tops/cross arms
- Install the assembled post tops to the existing (4) poles and rework the existing wiring harnesses
- Install new driver boxes on (4) poles

- Install (8) new poles, fixtures, ballast boxes and Musco Control Panels
- Furnish and install poles bases, underground conduit/wire, and all necessary components to provide (8) new poles for the new Lightstructure System
- Install new Musco Control Panels as required
- Provide lifting equipment as required
- 480 Volt, 3 phase electrical system is required, which is the existing electrical voltage and phase. If it does not already exist, Customer is responsible for getting electrical power to within 150 feet of the new installation, coordination with the utility, and any power company fees.

Sports Field LED Lighting Exclusions and Clarifications

1. Work to be performed during working hours 7:00 AM to 3:30 PM Monday through Friday
2. Grounding scope of any kind is excluded
3. Landscape repair is excluded
4. Pricing is inclusive of shipment of entire project together to one location.
5. Scope of work is based on existing voltage and phase electrical system, which is 480V 3PH.
6. Assumes existing electrical infrastructure is adequate, and available within 150 feet of the new installations.
7. Structural code and wind speed = 2019 CBC, 95 mi/h, exposure C, Importance Factor 1.0.
8. Confirmation of pole locations prior to production.
9. Standard soil conditions – rock, bottomless, wet, or unsuitable soil may require additional engineering, special installation methods, and additional cost.

HVAC Unit Replacement

Replace roof-mounted packaged equipment and split systems in accordance with the scope of work described below:

General Scope of Work Details

Roof Top Units (DX Cooling/Gas Heating or Electric Heat Pump):

- Demolish and safely dispose refrigerant gas and units per local code.
- Disconnect/Reconnect electrical connection, supply/return duct, gas line and condensate drain. Extend condensate drainpipe in compliance with local code.
- Repair, patch and refinish walls, floors and roof slabs affected during demolition and reconstruction work.
- Provide new RTU as listed below.
- Replace existing disconnect with NEMA 3R disconnect to match existing.
- Provide new curb adaptor if necessary for new unit attachment to existing curb.
- Provide new flexible hose and dirt leg for gas line connection where required to meet local code.
- Provide new thermostat compatible with new units and pull new conductors for new multi-stage units listed below.
- Test and Balance of new equipment (Test at the unit only).

Split Systems (DX Cooling/Gas Heating or Electric Heat Pump):

- Demolish and safely dispose refrigerant gas, furnace, fan coil unit, coil and condensing unit per local code.
- Disconnect/Reconnect electrical connection, supply/return duct, gas line, and condensate drain.
- Demolish and safely dispose refrigerant pipeline.
- Repair, patch and refinish walls, floors and roof slabs affected during demolition and reconstruction work.
- Provide new exterior NEMA-3R disconnects for exterior units, to match existing.

- Provide refrigerant gas pipes and insulate where required to meet local code.
- Provide new equipment as listed below.
- Provide new flexible hose and dirt leg for gas line connection where required to meet local code.
- Provide new thermostat compatible with new units and pull new conductors for new multi-stage units.
- Test and Balance of new equipment (Test at the unit only).

Options to be included on all packaged units:

- Hail Guards
- Hinged Access Panels
- If flue exhaust is within 10' of neighboring unit, provide flue extension

Options to be included for packaged units of 5-tons and greater (in addition to what is included above):

- 2019 Title 24 Compliant Economizer with Barometric Relief
- BACnet card for FDD alarming on BMS

Options to be included for split systems greater than 5-tons:

- Provide necessary ductwork, dampers, and controls for economizer operation

Equipment Replacement List

1. Aero Complex
   - Replace (7) 3-Ton Roof Top Gas/DX Units
   - Replace (3) 4-Ton Roof Top Gas/DX Units
   - Replace (1) 5-Ton Roof Top Gas/DX Unit
   - Replace (1) 7.5-Ton Roof Top Gas/DX Unit
   - Replace (3) 8.5-Ton Roof Top Gas/DX Units
   - Replace (1) 10-Ton Roof Top Gas/DX Units

2. City Hall
   - Replace (1) 2.5-Ton Roof Top Gas/DX Unit
   - Replace (1) 3-Ton Roof Top Gas/DX Unit
   - Replace (1) 4-Ton Roof Top Gas/DX Unit
   - Replace (1) 5-Ton Roof Top Gas/DX Unit
   - Replace (1) 6-Ton Roof Top Gas/DX Unit
   - Replace (2) 8.5-Ton Roof Top Gas/DX Units
   - Replace (1) 36,000 BTU Roof Top Furnace

3. Desert Sands
   - Replace (2) 10-Ton Roof Top Gas/DX Units

4. Development Services

- Replace (2) 2-Ton Roof Top Gas/DX Units
- Replace (2) 2.5-Ton Roof Top Gas/DX Units
- Replace (4) 3-Ton Roof Top Gas/DX Units
- Replace (9) 4-Ton Roof Top Gas/DX Units
- Replace (7) 5-Ton Roof Top Gas/DX Units
- Replace (1) 6-Ton Roof Top Gas/DX Unit

5. Library
   - Replace (1) 8.5-Ton Roof Top Gas/DX Unit
   - Replace (2) 10-Ton Roof Top Gas/DX Units

6. SAVES
   - Replace (1) 30-Ton Roof Top Gas/DX Unit

HVAC Unit Replacement Exclusions

1. Protective coating on condenser coils.
2. Repairs to ductwork or air devices below the roofline.
3. Repairs to roofing not related to the HVAC installation.
4. Building structural upgrades.
5. Modifications or additions to architectural screening.
6. Certified duct cleaning. Air balance is included at the units only.
7. Upgrades to electrical circuits such as breakers, panels, wire size, etc.
8. Installation of roof service walkway mats.
9. Temporary heating or cooling equipment.
10. Duct pressure testing, unless required by code.
11. Holiday or off hours work. Normal work hours are from 7am to 4pm.
12. Modifications to any fresh air intakes due to proximity of exhaust fans.
13. Fire Life Safety testing. Units will be connected to existing FLS system only.

HVAC Unit Replacement Clarifications

1. Because this equipment is being replaced in-kind ESCO has not included engineering fees to prepare new Title-24 energy calculations. ESCO will provide required Title 24 Acceptance tests upon completion of project.
2. ESCO will furnish materials to protect the integrity of the roof during the project. The cost for any pre or post construction inspections (if necessary) is not included in our proposal.
3. ESCO assumes that all circuit breakers are properly labeled to the corresponding AC equipment. ESCO has not included costs to identify which breaker turns off each unit.

Building Automation System (BAS) Conversion to Automated Logic Controls

The City's existing Automation Logic Controls (ALC) will be expanded and upgraded at the facilities listed below. The existing Novar, CCN and standalone thermostats are to be removed from these facilities and new ALC to be installed. The ALC system will include control and monitoring for HVAC and lighting as consistent with existing facilities within the City of Palmdale. New graphical interface for new equipment is included in this scope of work as well as trends and alarms for the expanded system. The BAS will be controllable from a central workstation located on the owner's WAN/LAN. Control zones will be programmed for temperature setup, temperature setback, and optimized schedules. Weekly scheduling, holiday scheduling, and exception scheduling capabilities for each control zone will be provided for Customer approval prior to installation

ALC will provide site-specific on-site training for BAS operation. This includes, but is not limited to, latest system upgrades (new upgrade for whole ALC System), system architecture, controller and override panel operation, control drawings, device replacement, product overview and demonstration, logging on and off, system

passwords, screen layout, software toolbars and menus, graphic page navigation and use, scheduling (weekly, holiday, and exception), and basic troubleshooting.

The facilities included below are to become part of the ALC System:

- Aero Complex
- City Hall
- Development Services[1]
- SAVES
- Desert Sand
- Library

[1] – Facilities have some existing ALC within the facility, these facilities are to have remaining units under ALC control.

Schneider Electric will be responsible for all final design decisions including controller selection, point configurations, and end device selection and will base such decisions on current standards and engineering practices of ALC and consistency within the City BAS system. Communication from each building to the central workstation will be provided through the owner's wide area network.

AERO COMPLEX

The ALC system will be expanded to control 16 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope). Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable	▪ Space Temperature
▪ Heating Enable/Disable	▪ Space Override
▪ Supply Fan Command	▪ Supply Air Temperature
▪ Space Temperature Setpoint Adj.	▪ Supply Fan Status
	▪ FDD Alarm (as required)
	▪ Compressor Status
	▪ Compressor Amps
	▪ Heating/Cooling stages (if applicable)
	▪ VFD Fan Speed (if applicable)
	▪ Outside Air Temp
	▪ CO2 Level (if applicable)

CITY HALL

The ALC system will be expanded to control 24 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. There are 2 existing units controlled by CCN Carrier for which the controls will be removed and new ALC to be added to these units. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

DEVELOPMENTAL SERVICES

The ALC system will be expanded to control 26 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. There are 24 existing units controlled by Novar for which the controls will be removed and new ALC to be added to these units. Existing ALC controls will remain and be used for new mechanical equipment. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

The existing Novar system-controlled lighting circuits. With the removal of the Novar system, these points of control will be reconnected to an ALC controller. Time of day scheduling for lighting zones and override.

Lighting Control

Control Points	*Monitoring Points*
▪ Lighting Zone Command (x11)	▪ Lighting Override (x8)

SAVES

The ALC system will be expanded to control 4 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the existing HVAC equipment. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

DESERT SANDS

The ALC system will be expanded to control 2 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope). Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

LIBRARY

The ALC system will be expanded to control 5 (total) HVAC units within this facility. Control will be consistent with other facilities within the City BAS. Existing ALC will remain and be used for new mechanical equipment. ALC controls will be added to the newly installed mechanical equipment (see mechanical scope) as well as existing. Units that require economizer will have FDD (Fault Detection and Diagnostic) alarm monitored within the ALC Building Control System. The mini-split systems are not included in the BAS control scope.

Control parameters are as follows:

BAS HVAC Points

Control Points	*Monitoring Points*
▪ Cooling Enable/Disable ▪ Heating Enable/Disable ▪ Supply Fan Command ▪ Space Temperature Setpoint Adj.	▪ Space Temperature ▪ Space Override ▪ Supply Air Temperature ▪ Supply Fan Status ▪ FDD Alarm (as required) ▪ Compressor Status ▪ Compressor Amps ▪ Heating/Cooling stages (if applicable) ▪ VFD Fan Speed (if applicable) ▪ Outside Air Temp ▪ CO2 Level (if applicable)

BAS Clarifications and Exclusions

The following clarifications and exclusions apply to Schneider Electric's scope of work above:

BAS Clarifications

- To the best of Schneider Electric's knowledge, the points above represent all that are necessary to effectively operate the indicated systems. If additional points are required to operate the systems specifically indicated above per Schneider Electric's Sequences of Operation, they will be incorporated under this scope of work. If any of the points indicated above are unable to be included within the final system, such points shall be excluded from this scope of work. Points associated with new mechanical equipment (if applicable) are subject to change based on those points available from the equipment ultimately furnished and the points deemed necessary for operation of the system.
- Schneider Electric may reuse existing equipment including (but not limited to) valves, dampers, and actuators for the execution of this contract, and assumes the equipment or devices are in good working order. Should the equipment or devices require repair or replacement, this will be the responsibility of the owner unless specifically indicated otherwise in the scope of work. Schneider Electric will create an equipment deficiency report (EDR) to provide the owner with written notification if such equipment or devices are identified.
- Schneider Electric will only control equipment and/or devices shown in the Scope of Work. Equipment and devices not in the Scope of Work are excluded. Schneider Electric is not responsible for the functionality of such equipment even if such equipment is operated by an existing BAS.
- Matching of ceiling tile color and pattern shall be limited by current commercial availability should replacement tile be required. Similar or complementary tiles shall be provided where exact matches are not available.
- Demolition of the existing HVAC controls / building automation equipment will be performed as needed to implement the new DDC system installation (reuse of enclosures, wire, and end devices will be solely at the discretion of Schneider Electric). The total demolition of any remaining abandoned or obsolete control elements will be the responsibility of the owner, unless otherwise stated. Demo of any boxes or enclosures shall be left sealed or have proper cover plates. Nothing shall be left open.
- Schneider Electric is not responsible for safeties on existing equipment including smoke detectors, fire alarm interlocks, and low or high temperature cut-outs or any life safety equipment. Pre and post testing of smoke, fire, and life safety systems will be the responsibility of the customer and the sequence will be provided to Schneider Electric. Where life safety equipment utilizes compressed air (pneumatics), the source of the air, logic, and actuators will not be removed or modified within the execution of the project.
- Exhaust fans controlled by occupancy sensors or local switches, that are process / life safety related, or that do not move air beyond the building envelope will not be integrated with the building management system.
- Schneider Electric will not be responsible for any modification or expansion of the owner's existing WAN/LAN for the execution of this project. Owner to provide Schneider Electric with designated open port(s) as required at existing network switches in all facilities within this scope of work. The IP information will then be given to ALC for implementation of project.
- Where new control panels are to be installed, conduit will be installed from the panel knock-out to a height of 8' or the level of the finished ceiling if present – whichever is lower – for all low voltage wiring. Conduit will not be required in other applications unless otherwise indicated by the scope of work above. All wiring shall be in compliance with local codes and authorities having jurisdiction.

BAS Exclusions

- Asbestos abatement of any kind is excluded.
- Costs of providing access, access control, or security escorts not specified in the Scope of Work are excluded.
- Hydronic / airflow testing and balancing on HVAC equipment will not be included as part of the controls
- Repair of existing HVAC and control equipment, or deficiencies in existing equipment discovered during construction, beyond the scope of work above is excluded.

- Any repair patching of existing walls, sheetrock, plaster, brick, wood, etc due to the removal of existing thermostats (for retrofit with DDC Sensor or new thermostat) is excluded.

Irrigation Control and Repairs

Rainbird IQ System

Existing "TIME BASED" irrigation controllers shall be upgrade to the Rainbird IQ™ Platform, a remote water management tool that will allow Customer to control irrigation systems from a computer, tablet or smartphone. Controllers serving 12 to 48 stations, Rainbird IQ water management system optimize irrigation efficiency by creating and recording on-site climate information and creating water-saving irrigation schedules on a daily basis.

- With a uniform weather based smart control system, irrigation will be automated using weather conditions.
- Each station or zone is programmed for plant material type, soil types and other conditions which will sync with the weather data and water based on plant requirements.
- With central control, all systems can be managed online or from an IPAD or smart device reducing trips to site.
- Workorder systems and alerts notify the team of leaks and problems with the system.

Smart Irrigation Scope of Work

The following sites do not currently have master control valves or flow sensors, and will be provided as part of this project:

Description	Site Number	Master Valve	Flow Sensor
Joshua Hills	1	(1) 2" Master Valve	(1) 2" Flow Sensor
SAVES	2	(2) 1" Master Valves	(2) 1" Flow Sensors
Parks & Recreation	3	(1) 1" Master Valve	(1) 1" Flow Sensor
Palmdale Playhouse	4	(1) 2" Master Valve	(1) 2" Flow Sensor
Hammack Activity & Worksource Center	5	(1) 1" Master Valve	(1) 1" Flow Sensor
Manzanita Heights Park	6	(1) 2" Master Valve	(1) 2" Flow Sensor
Desert Sands Park	7	(2) 2-1/2" Master Valves	(2) 2-1/2" Flow Sensors
Marie Kerr Park	8	(1) 4" Master Valve	(1) 4" Flow Sensor
American Indian Little League	9	(1) 2" Master Valve	(1) 2" Flow Sensor

ESCO shall provide the following, by site:

Domenic Massari Park

North A

1 12 Station controller w/flow sensing
1 NOF RB9IQI - CELL
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
1 ESP-LXME, 12 station module

North B

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS

1 IQ Pro Smart Mod, 2 wire comm
1 ESP-LXME, 12 station module

North C

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
2 ESP-LXME, 12 station module

North D

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
1 ESP-LXME, 12 Station Module

South A2, B2, & C2

3 12 Station controller w/flow sensing
3 IQ Network COMCRTRS232 IQNCCRS
3 IQ Pro Smart Mod, 2 wire comm
3 ESP-LXME, 12 station module

Sam Yellen Park

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
3 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

Dry Town / Oasis

1 NOF RB9IQI

SAT A, B, A2

3 NOF RB9MIQX
1 IVM sensor input for flow sensor
1 F47110 input sensor for use with flow or weather
1 Pump 220XI 30 PSI boost 130 GPM

Joshua Hills Park - 36 Stations

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
2 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

Heritage Park

1 12 Station controller w/flow sensing

1 IQ CARTRIDGE
1 External GPRS Antenna
3 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

S.A.V.E.S

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
1 ESP-LXME, 12 station module
1 Enclosure, stainless steel top entry, 24"W X 38"H X 17"D
1 Controller sub assembly 24 station for ESPLXMEF (COB)

Parks & Recreation

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
2 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB))

Palmdale Playhouse

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 24 station for ESPLXMEF (COB)

Legacy & Senior Legacy - 48Stations, Senior – 24 Stations

2 12 Station controller w/flow sensing
2 IQ Cartridge
2 External GPRS Antenna
4 ESP-LXME, 12 station module
2 tray hole pattern for LXME controller for SB-22SS
2 ESP CONTROLLER POWER ASSEMBLY

Palmdale Civic Center

Library - 36 Stations, Poncitlan - 48 Stations, Dev Serv - 36 Stations

3 12 Station controller w/flow sensing
3 IQ Cartridge
3 External GPRS Antenna
7 ESP-LXME, 12 station module
3 Stainless steel backboard 32"L X 22"W
3 Controller sub assembly 48 station for ESPLXMEF (COB)

Hammack Activity Center/ Worksource Center

1 12 Station controller w/flow sensing
1 IQ Cartridge

1 External GPRS Antenna
1 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

St. Claire Parkway South A&B

2 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
2 IQ Pro Smart Mod, 2 wire comm
1 IQ Network COMCRTRS232 IQNCCRS
4 ESP-LXME, 12 station module
2 Stainless steel backboard 32"L X 22"W
2 Controller sub assembly 48 station for ESPLXMEF (COB)

St Claire Parkway North A,B & C

3 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
2 IQ Network COMCRTRS232 IQNCCRS
3 IQ Pro Smart Mod, 2 wire comm
7 ESP-LXME, 12 station module
3 Controller sub assembly 48 station for ESPLXMEF (COB)
1 Stainless steel backboard 32"L X 22"W

Demonstration Garden

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
1 ESP-LXME, 12 station module
1 Tray hole pattern for LXME controller for SB-22SS
1 Controller sub assembly 24 station for ESPLXMEF (COB)

Manzanita Heights Park

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
3 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)
1 PS90N3210378 pump 220XI 30 PSI boost 130 GPM

Pelona Vista

1 NOF RB9IQI-CELL

South Clock A

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
3 ESP-LXME, 12 station module

1 Controller sub assembly 48 station for ESPLXMEF (COB)
1 Stainless steel backboard 32"L X 22"W

South Clock B

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
3 ESP-LXME, 12 station module
1 Controller sub assembly 48 station for ESPLXMEF (COB)
1 Stainless steel backboard 32"L X 22"W

South Clock C

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
1 ESP-LXME, 12 station module
1 Controller sub assembly 24 station for ESPLXMEF (COB)
1 Stainless steel backboard 32"L X 22"W

North Clocks A, B, & C

3 12 Station controller w/flow sensing
3 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
9 ESP-LXME, 12 station module
1 Controller sub assembly 48 station for ESPLXMEF (COB)
3 Stainless steel backboard 32"L X 22"W

Desert Sands Park

2 12 Station controller w/flow sensing
2 IQ Cartridge
2 External GPRS Antenna
6 ESP-LXME, 12 station module
2 Stainless steel backboard 32"L X 22"W
2 Controller sub assembly 48 station for ESPLXMEF (COB)

Anaverde Park

1 NOF RB9IQI – CELL
1 VM sensor input for flow sensor
1 F47110 input sensor for use with flow or weather
1 NOF RB9MIQX

Foothill Park

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
1 IQ Pro Smart Mod, 2 wire comm
1 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 CON Controller sub assembly 24 station for ESPLXMEF (COB)

Foothills Park B

1 12 Station controller w/flow sensing
1 IQ Network COMCRTRS232 IQNCCRS
1 IQ Pro Smart Mod, 2 wire comm
3 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

Marie Kerr Park

A, B, C, D, Women's, Amphitheater, Men's, Soccer & Medians

1 NOF RB9IQI – CELL
2 IVM sensor input for flow sensor
2 F47110 Input sensor for use with flow or weather
8 NOF RB9MIQX

Arnie Quinones

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
3 ESP-LXME, 12 station module
1 Stainless steel backboard 32"L X 22"W
1 Controller sub assembly 48 station for ESPLXMEF (COB)

American Indian Little League

1 12 Station controller w/flow sensing
1 IQ Cartridge
1 External GPRS Antenna
1 ESP-LXME, 12 station module
1 Backboard 1655
1 Controller sub assembly 24 station for ESPLXMEF (COB)

Irrigation Exclusions and Clarifications

- Any changes to design, including unit selection or location of equipment, is subject to change order.
- The first-year cellular plan for the Rainbird IQ system is included. Customer will be responsible for the ongoing annual payments directly to Rainbird.
- Replacement or repair of existing valves, irrigation lines, sprinklers is excluded.
- Additional trenching is excluded for anything other than new master valves and flow sensors.

SCHEDULE B
PROJECTED SAVINGS

The Projected Savings will be as follows:

Year	Utility Savings	Capital Renewal Savings	O&M Savings	Total Annual Projected Savings	Cumulative Projected Savings
1	$113,621	$1,371,000	$169,832	$1,654,453	$1,654,453
2	$118,166		$175,946	$294,112	$1,948,565
3	$122,892		$182,280	$305,173	$2,253,737
4	$127,808		$188,842	$316,650	$2,570,388
5	$132,920		$195,640	$328,561	$2,898,949
6	$138,237		$202,684	$340,921	$3,239,869
7	$143,767		$209,980	$353,747	$3,593,616
8	$149,517		$217,539	$367,057	$3,960,673
9	$155,498		$225,371	$380,869	$4,341,542
10	$161,718		$233,484	$395,202	$4,736,745
11	$168,187		$241,890	$410,076	$5,146,821
12	$174,914		$250,598	$425,512	$5,572,333
13	$181,911		$259,619	$441,530	$6,013,863
14	$189,187		$268,965	$458,153	$6,472,016
15	$196,755		$278,648	$475,403	$6,947,419
16	$204,625		$288,680	$493,305	$7,440,723
17	$212,810		$299,072	$511,882	$7,952,605
18	$221,322		$309,839	$531,161	$8,483,766
19	$230,175		$320,993	$551,168	$9,034,934
20	$239,382		$332,548	$571,931	$9,606,865
Total	**$3,383,415**	**$1,371,000**	**$4,852,450**	**$9,606,865**	

The projected savings values above are agreed to by both Parties with no additional measurement or verification.

EXHIBIT "A"
ARPA REQUIREMENTS

ARPA Regulations, 31 CFR Part 35 ("Regulations") are incorporated herein and made a part of this Contract.

ESCO agrees to assist Customer in its compliance with the reporting requirements set out in the Regulations, including but not limited to submitting quarterly reports by the 15th of the month following the end of each quarter to the Customer. The reports must include, but is not limited to, the use of the funds, documentation/receipts of the funds spent, description of the project and status of completion of the project. The Customer may require additional information of ESCO for compliance with ARPA Regulations.

ESCO, and its subcontractors, in the performance of this Contract, must comply with the following:

1. ESCO, and any and all of its subcontractors, must ensure that they do not deny benefits, services or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity) in accordance with Title VI of the Civil Rights Act of 1964, Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. ESCO will be required to submit data showing compliance with the above.

2. The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards found at 2 CFR Part 200 Appendix II.

3. The Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251et seq.) and all applicable standards, orders or regulations.

4. The Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) regulations regarding restrictions on lobbying and required certificates.

5. Section 2 CFR 200.323 regarding Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (EPA guidelines at 40 CFR Part 247.

6. Section 200.322 of 2 CFR 200.322, Domestic preferences for procurements.

EXHIBIT "B"
PREVAILING WAGE REQUIREMENTS

1. This Contract calls for work to be performed constituting public works. Contractor and all subcontractors shall pay the general prevailing rate of per diem wages as determined and as published by the State Director of the Department of Industrial Relations pursuant to Article 2 of Chapter 1 of Part 7, of Division 2 of the State Labor Code, including, but not limited to, Sections 1770, 1771, 1773, 1773.2 and 1774.

2. This is a public work and requires the payment of prevailing wages for the work or craft in which the worker is employed for any public work done under the contract by Contractor or by any subcontractor pursuant to Section 1771 of the Labor Code. Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the City has obtained the general prevailing rate of per diem wages and the general rate for holiday and overtime work in this locality for each craft, classification, or type of workman needed to execute this contract from the Director of the Department of Industrial Relations.

These rates are on file with the City or may be obtained at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm. Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates as a minimum. Contractor shall comply with the provisions of Sections 1775, 1776, 1777.5, 1777.6, and 1813 of the Labor Code. Pursuant to the provisions of 1775 of the Labor Code, Contractor shall forfeit to the City, as a penalty, not more than $200.00 for each calendar day, or portion thereof, for each laborer, worker, or mechanic employed, paid less than the stipulated prevailing rates for any work done under this Contract, by him or by any subcontractor under him, in violation of the provisions of this Agreement.

3. Contractors and subcontractors who are ineligible to bid for work on, or be awarded, a public works project pursuant to Labor Code Sections 1777.1 and 1777.7 are prohibited from bidding on, being awarded, or performing work as a subcontractor, on this Project pursuant to Public Contract Code Section 6109.

4. Contractor's attention is directed to the provisions in Sections 1774, 1775, 1776, 1777.5 and 1777.6 of the Labor Code. Contractor shall comply with the provisions in these Sections. The statutory provisions for penalties for failure to comply with the State's wage and hours laws will be enforced. Pursuant to Section 1775 of the Labor Code, the Contractor and any subcontractors, shall, as a penalty to the City forfeit the prescribed amounts per calendar day, or portion thereof, for each worker paid less than the prevailing wage rates.

5. Pursuant to Labor Code Section 1771.4, the Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations.

6. Each Contractor and subcontractor shall furnish the records specified in Labor Code Section 1776 directly to the State Labor Commissioner at least monthly in the format prescribed by the State Labor Commissioner.

7. Sections 1774 and 1775 require the Contractor and all subcontractors to pay not less than the prevailing wage rates to all workmen employed in the execution of the Contract and specify forfeitures and penalties for failure to do so. The minimum wages to be paid are those determined by the State Director of the Department of Industrial Relations. Section 1776 requires the Contractor and all subcontractors to keep accurate payroll records, specifies the contents thereof, their inspection and duplication procedures and certain notices required of the Contractor pertaining to their location.

8. Section 1777.5 of the Labor Code requires Contractor or subcontractor employing workers in any apprenticeable occupation to apply to the Joint Apprenticeship Committee nearest the site of the public works project, which administers the apprenticeship program in that trade for a certificate of approval. The

certificate will also fix the ratio of apprentices to journeymen to be used in the performance of the Contract. The Contractor is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprenticeable trade and if other contractors on the public works site are making such contributions. Information relative to apprenticeship standards, contributions, wage schedules and other requirements may be obtained from the State Director of Industrial Relations or from the Division of Apprenticeship Standards. Section 1777.6 of the Labor Code provides that it shall be unlawful to refuse to accept otherwise qualified employees as registered apprentices solely on the grounds of race, religious creed, color, national origin, ancestry, sex, or age.

9. Eight hours labor constitutes a legal day's work, as set forth in Labor Code Section 1810. The statutory provisions for penalties for failure to comply with the State's wage and hour laws will be enforced as set forth in Labor Code Section 1813.

EXHIBIT "C"
WORKER'S COMPENSATION CERTIFICATE,
PAYMENT AND PERFORMANCE BOND FORMS
ATTACHED

WORKERS' COMPENSATION INSURANCE CERTIFICATE

Pursuant to Section 1861 of the State Labor Code, and all amendments thereto, each contractor to whom a public works contract has been awarded shall sign the following certificate and shall submit same to the City of Palmdale prior to performing any work on the contract:

"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of work of this contract."

Contractor

By Jordan Lerner
Print Name

Signature

Vice President
Title

3/29/2023
Date

Section 3700 of the State Labor Code reads as follows:

"Every employer except the State shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employee."

PROJECT NO. _____

PAYMENT BOND
(LABOR AND MATERIALS)

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS, on_____, City of Palmdale ("Public Agency"), State of California, awarded to:

_____

_____

(Name and address)

State Contractor's License No._____("Principal") a contract (the "Contract") for the Work described as follows:

_____

_____

Project No._____, in the amount of_____("Penal Sum"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the Work, to file a good and sufficient payment Bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and

_____

_____

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of:

_____Dollars ($_____), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this Work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this Bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the Specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

"Principal"

_____

By: _____
Its

By: _____
Its

(Seal)

"Surety"

_____

By: _____
Its

By: _____
Its

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. ***DATE OF BOND MUST NOT BE BEFORE DATE OF CONTRACT.*** **Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.**

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, on_____the CITY OF PALMDALE (hereinafter referred to as the "CITY"), awarded to_____, State Contractor's License No. _____hereinafter referred to as the "Contractor/Principal" a contract for the work described as

_____

_____;

Project No._____in the amount of_____("Penal Sum"), the terms and conditions of which are incorporated herein by reference; and

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and

_____, as Surety, a California admitted surety insurer, are held and firmly bound unto the CITY for one hundred percent (100%) of the total amount payable by the CITY under the terms of the contract awarded by CITY to the Contractor/Principal, lawful money of the United States of America for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said

Contractor/Principal, its heirs, executors, administrators, successors, or assigns, or a subcontractor, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of one (1) year(s) after the acceptance of the work by CITY, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect the CITY from loss or

damage made evident during the period of one (1) year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by the CITY to be, in default under the contract, the CITY having performed the CITY's obligations thereunder, the Surety shall promptly remedy the default in a manner mutually agreeable to both CITY and SURETY:

1. SURETY's takeover of the performance obligations to complete the contract by entering into an agreement with a completion contractor with terms and conditions consistent with the original contract between CITY and Contractor ; or

2. SURETY shall obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, prepare a contract between such bidder and the CITY (to the CITY's satisfaction), and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the Penal Sum.

The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by the CITY under the contract and any modifications thereto, less the amount previously properly paid by the CITY to the Contractor/Principal.

Surety expressly agrees that the CITY may reject any contractor or subcontractor, which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if the CITY, when declaring the Contractor/Principal in default, notifies Surety of the CITY's objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the CITY named herein or the successors or assigns of the CITY.

The said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond;

and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

The prevailing party on any dispute (whether legal, equitable, or otherwise) regarding the interpretation, enforcement, and respective rights and obligations under this Performance Bond shall be entitled to recovery of reasonable attorney's fees and costs (including but not limited to consultant's and/or expert fees and costs).

IN WITNESS HEREOF, we have hereto set our hands and seals on this_____day of

_____,_____.

_____

Contractor/Principal

By: _____

Signature

_____

Print Name and Title

By: _____

Signature

_____

Print Name and Title

_____

Surety

By: _____

Signature

_____

Print Name and Title

(Mailing Address, Telephone and Facsimile No. of Surety)

(Attach the Attorney-in-Fact Certificate for Surety. Attach notarial acknowledgements for signatures of both Contractor/Principal and Surety.) The date of this bond shall not be prior to the Contract date.

GUARANTY

In accordance with the terms of the Construction Contract between City of Palmdale, ("City") and the undersigned, under which contract the undersigned shall complete work as described in the Contract documents, the following guarantee of said work is hereby made.

Should any of the items installed pursuant to said Contract, prove defective or should the item as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the said item or any part thereof fail to operate properly, as planned, due to any of the above causes, all within one (1) year after date on which the work is accepted by the City, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within thirty (30) days after the receipt of demand from the City. In the event repairs are not made within thirty (30) days, the City shall have the unqualified option to make any needed repairs or replacements itself or by any other Contractor. The undersigned agrees to reimburse the City, upon demand, of its expenses incurred in restoring said items to the condition contemplated in said contract, including the cost of any equipment or materials replaced, or upon demand by the City, to replace any such equipment and repair said items completely without cost to the City so that they will operate successfully as originally contemplated.

Emergency repairs must necessarily be made by the City; therefore, when defective material or workmanship results in emergency repairs, the undersigned agrees to reimburse the City, upon demand, expenses incurred.

Said items will be deemed defective within the meaning of this Guaranty in the event that they fail to operate as originally intended thereof and in accordance with the plans and specifications included in said contract. The Faithful Performance Bond for this project shall remain in full force and effect for the entire guarantee period as required in the specifications and contract documents.

_____

Signature Date

EXHIBIT "D"
LIGHTING SCHEDULE

Project Detail - City of Palmdale 2/14/2023

Line	FLOOR OR AREA	AREA	EXIST. FIXT QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	OBF Qualified?
[illegible]	Legacy Commons	Interior - Kitchen	6	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	6	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-48GC-840-DX2	None	2 2g,21			YES
[illegible]	Legacy Commons	Interior - Kitchen	1	TROFFER-2X2-PRISMATIC-RECESSED-4000-NO, F17T8 (2)	33	1	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED7T8-24GC-840-D	None	2 2g,21			YES
[illegible]	Legacy Commons	Interior - Kitchen storage	2	STRIP-4 FOOT-WHITE REFLECTOR-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Legacy Commons	Interior - Dining storage	8	TROFFER-2X2-PRISMATIC-RECESSED-4000-NO, F17T8 (2)	33	8	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED7T8-24GC-840-D	None	2 2g,21	1	WCEIL IR-R2	YES
[illegible]	Legacy Commons	Interior - Janitor office	2	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Legacy Commons	Interior - Pool room	4	BOX-6 FOOT-LOUVER-AIRCRAFT CABLE-4000-NO, F25T8 (4)	88	4	RETRO (4) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	48	KT-LED12T8-36GC-840-D	Ceiling PIR	1 1g,11			YES
[illegible]	Legacy Commons	Interior - Center walkway	10	DEC CONE-MEDIUM-NO LENS-AIRCRAFT CABLE-4000-NO, MH100 (1)	128	10	KIT (1) 54W HID/LED BALLAST BYPASS CORN LAMP - 8100LM - 120/277V	54	54PTA0EX39	None	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 1	4	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F25T8 (2)	46	4	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 1	4	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F17T8 (2)	33	4	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED7T8-24GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 2	5	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F25T8 (2)	46	5	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 2	5	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F17T8 (2)	33	5	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED7T8-24GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 3	8	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F25T8 (2)	46	8	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom room 3	8	TROFFER-1X6-LOUVER-RECESSED-4000-NO, F17T8 (2)	33	8	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED7T8-24GC-840-D	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Mens rr	2	WALLWASH-4 FOOT-LOUVER-RECESSED-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Mens rr	3	WALLWASH-6 FOOT-LOUVER-RECESSED-4000-NO, F25T8 (2)	46	3	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	None	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Womens rr	5	WALLWASH-6 FOOT-LOUVER-RECESSED-4000-NO, F25T8 (2)	46	5	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	None	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Private Office	2	BOX-8 FOOT-LOUVER-AIRCRAFT CABLE-4000-NO, F32T8(4)	112	2	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Private Office	2	BOX-8 FOOT-LOUVER-AIRCRAFT CABLE-4000-NO, F32T8(4)	112	2	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Breakroom	3	BOX-8 FOOT-LOUVER-AIRCRAFT CABLE-4000-NO, F32T8(4)	112	3	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Conference	3	BOX-8 FOOT-LOUVER-AIRCRAFT CABLE-4000-NO, F32T8(4)	112	3	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,21			YES
[illegible]	Legacy Commons	Interior - Staff rr	1	STRIP-4 FOOT-PRISMATIC-WALL-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Legacy Commons	Interior - Ext electrical	2	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11			YES
[illegible]	Legacy Commons	Interior - Ext trash enclosure	2	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11			YES
[illegible]	Legacy Commons	Exterior - Parking lot	5	DEC AREA LIGHT-MOGUL-GLASS-TENON-4000-NO, MH250 (1)	295	5	NEW (1) 100W AREA LUMINAIRE - ARM MOUNT - 12000 LM 120-277V	100	M150USSCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Legacy Commons	Exterior - Parking lot	3	DEC AREA LIGHT-MOGUL-GLASS-TENON-4000-NO, MH250 (1)	295	3	NEW (1) 100W AREA LUMINAIRE - ARM MOUNT - 12000 LM 120-277V	100	M150USSCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Interior - Offices	8	STRIP-8 FOOT-METAL WIREGUARD-PENDANT-4000-NO, F32T8(4)	112	8	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	None	1 2g,21	8	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Private Offices	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(4)	112	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Playhouse	Interior - Office rr	1	VANITY-3 FOOT-WHITE REFLECTOR-WALL-4000-NO, F25T8 (2)	46	1	RETRO (2) 3' 12W T8 LED BALLAST BYPASS TUBE - 1400LM - 120/277V	24	KT-LED12T8-36GC-840-D	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Concession sink	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 2g,21			YES
[illegible]	Playhouse	Interior - Janitor	1	STRIP-8 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F40T12 (4)	172	1	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Lighting booth	3	STRIP-4 FOOT-WHITE REFLECTOR-SURFACE-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Lighting booth	2	STRIP-4 FOOT-WHITE REFLECTOR-SURFACE-4000-NO, F32T8(2)	59	2	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Lighting dimming rack	1	INDUSTRIAL STRIP-4 FOOT-NO LENS-WALL-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Electrical	2	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11			YES
[illegible]	Playhouse	Interior - Office	4	DEC BOX-1X4-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	4	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 2g,21	1	WCEIL IR-S2	YES
[illegible]	Playhouse	Interior - Workshop	3	STRIP-8 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(4)	112	3	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	None	1 3g,31	3	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Workshop	2	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(2)	58	2	NEW (1) 23W 4' LED DIMMABLE SURFACE MOUNT STRIP - 2990LM - 120/277V	23	LS2-4U23WCSCR	None	1 3g,31	2	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Workshop	12	STRIP-8 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(4)	112	12	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	None	1 2g,21	12	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Receiving	6	STRIP-8 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(4)	112	6	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	None	1 3g,31	6	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Receiving rr	1	STRIP-4 FOOT-WHITE REFLECTOR-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11	1	WALL IR	YES
[illegible]	Playhouse	Interior - Stairs to costumes	2	INDUSTRIAL STRIP-4 FOOT-NO LENS-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	2 1g,11			YES
[illegible]	Playhouse	Interior - Costumes	10	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(2)	59	10	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	2 1g,11	2	WCEIL IR-S2	YES
[illegible]	Playhouse	Interior - Costume hall	1	STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11			YES
[illegible]	Playhouse	Interior - Costume fire alarm	3	STRIP-4 FOOT-METAL WIREGUARD-PENDANT-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	None	1 1g,11			YES
[illegible]	Playhouse	Interior - Stairs to costumes	2	INDUSTRIAL STRIP-4 FOOT-NO LENS-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DX2	None	2 1g,11			YES
[illegible]	Playhouse	Interior - Adjacent building dance studio 1	6	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(4)	112	6	NEW (1) 23W 4' LED DIMMABLE SURFACE MOUNT STRIP - 2990LM - 120/277V	23	LS2-4U23WCSCR	None	1 1g,11	6	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Interior - Adjacent building dance studio 2	6	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(4)	112	6	NEW (1) 23W 4' LED DIMMABLE SURFACE MOUNT STRIP - 2990LM - 120/277V	23	LS2-4U23WCSCR	None	1 1g,11	6	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
[illegible]	Playhouse	Exterior - Dance parking	2	SHOE BOX-MOGUL-CLEAR-TENON-3000-NO, MH400 (1)	458	2	NEW (1) 150W AREA LUMINAIRE - ARM MOUNT - 21000 LM 120-277V	150	M150USSCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Dance parking	3	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, MH400 (1)	458	3	NEW (1) 150W FLOOD LUMINAIRE WITH SLIPFITTER - 21000 LM 120-277V	150	M150UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Dance	2	FLOOD-MEDIUM-CLEAR-1/2 IN KNUCKLE-3000-NO, HPS100 (1)	138	2	NEW (1) 29W LED SLIM FLOOD - 3430 LUMEN - 120-277V	29	MSF29UW-40BKT	None				YES
[illegible]	Playhouse	Exterior - Roof uplight	9	FLOOD-MEDIUM-CLEAR-1/2 IN KNUCKLE-4000-NO, MH50 (1)	72	9	NEW (1) 15W LED SLIM FLOOD - 1630 LUMEN - 120-277V	15	MSF15UW-40BKT	None				YES
[illegible]	Playhouse	Exterior - Roof uplight	2	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	2	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Roof uplight	1	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	1	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Roof uplight	2	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	2	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Roof uplight	2	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	2	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Roof uplight	1	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	1	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Roof uplight	1	FLOOD-MOGUL-CLEAR-KNUCKLE-3000-NO, HPS250 (1)	295	1	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100UWCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Theater parking from coursing park circuit	10	SHOE BOX-MOGUL-CLEAR-BACK TO BACK TENON-3000-NO, HPS250 (1)	295	10	NEW (1) 100W AREA LUMINAIRE - ARM MOUNT - 12000 LM 120-277V	100	M150USSCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	Playhouse	Exterior - Theater parking from coursing park circuit	1	SHOE BOX-MOGUL-CLEAR-TENON-3000-NO, MH400 (1)	458	1	NEW (1) 150W AREA LUMINAIRE - ARM MOUNT - 21000 LM 120-277V	150	M150USSCSBK / CN-RDMSB	None		1	FACTORY INSTALLED	YES
[illegible]	City Hall	Suite B - Hall to council chambers	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	Custom			YES
[illegible]	City Hall	Suite B - Hall to council chambers	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRX24D25WCSCREM	None	Custom			YES
[illegible]	City Hall	Suite B - 114 city attorney	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(4)	112	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	City Hall	Suite B - 114 city attorney	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	City Hall	Suite B - 119 attorney office	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	City Hall	Suite B - 120 legal office	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	City Hall	Suite B - 121 conference	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	City Hall	Suite B - 117 asst attorney office	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRX24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES

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Line	FLOOR OR AREA	AREA	EXIST. FIXT. QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	DLC Qualified?
327	City Hall	Suite B - 115 city attorney office	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 2g,2l	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
328	City Hall	Suite B - 111 conference	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 2g,2l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
329	City Hall	Suite B - 110 chamber hall	2	DIMMABLE TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l			YES
330	City Hall	Suite B - Mens rr	3	STRIP-8 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(1)	31	3	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
331	City Hall	Suite B - Womens rr	3	STRIP-8 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(1)	31	3	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
332	City Hall	Suite B - Ext electrical	2	STRIP-8 FOOT-NO LENS-SURFACE-4000-NO, F32T8(1)	31	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l			YES
333	City Hall	Suite B - Old electrical	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l			YES
334	City Hall	Suite C/D - Mezzanine hall	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l			YES
335	City Hall	Suite C/D - Mezzanine breakroom	8	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	8	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
336	City Hall	Suite C/D - Mezzanine lounge	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
337	City Hall	Suite C/D - Mezzanine lounge	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
338	City Hall	Suite C/D - Mezzanine storage	3	INDUSTRIAL STRIP-8 FOOT-NO LENS-CHAIN-4000-NO, F96T12/ES (2)	111	3	RETRO (2) 4' 42W T8 LED BALLAST BYPASS TUBE (FAB) - 5400LM - 120/277V	84	L42T8DETAB40-CG	None	1 1g,1l	1	WALL IR	YES
339	City Hall	Suite C/D - Mezzanine storage	1	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(2)	59	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
340	City Hall	Suite C/D - Mezzanine storage	1	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(3)	89	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
341	City Hall	Suite C/D - City clerk office	15	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	15	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 1g,1l	15	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
342	City Hall	Suite C/D - 125 clerk private office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
343	City Hall	Suite C/D - 124 clerk private office	8	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	8	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
344	City Hall	Suite C/D - City clerk workroom	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
345	City Hall	Suite C/D - City clerk breakroom	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	2 2g,2l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
346	City Hall	Suite C/D - City clerk breakroom	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	Ceiling PIR	2 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
347	City Hall	Suite C/D - City clerk breakroom storage	4	VAPOR TIGHT-8 FOOT-DIFFUSED-SURFACE-4000-NO, F96T8 (2)	109	4	RETRO (2) 4' 42W T8 LED BALLAST BYPASS TUBE (FAB) - 5400LM - 120/277V	84	L42T8DETAB40-CG	Ceiling PIR	1 2g,2l			YES
348	City Hall	Suite C/D - City clerk breakroom storage	2	VAPOR TIGHT-8 FOOT-DIFFUSED-SUSPENDED-4000-YES, F96T8 (2)	109	2	RETRO (2) 4' 42W T8 LED BALLAST BYPASS TUBE (FAB) & EMERGENCY BATTERY - 5400LM - 120/277V	84	L42T8DETAB40-CG	Ceiling PIR	1 2g,2l			YES
349	City Hall	Suite C/D - IT Office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
350	City Hall	Suite C/D - 116 private IT Office	2	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
351	City Hall	Suite C/D - 121 private IT Office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
352	City Hall	Suite C/D - 122 private IT Office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
353	City Hall	Suite C/D - 123 private IT Office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
354	City Hall	Suite C/D - IT hall	1	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 1g,1l			YES
355	City Hall	Suite C/D - IT hall	4	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l			YES
356	City Hall	Suite C/D - 119 IT rack storage	1	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	1	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
357	City Hall	Suite C/D - 118 IT computer storage	1	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	1	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
358	City Hall	Suite C/D - IT mechanical	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WCEIL IR-P	YES
359	City Hall	Suite C/D - IT server room	8	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	8	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
360	City Hall	Suite C/D - IT conference	3	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
361	City Hall	Suite C/D - 117 IT private office	2	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
362	City Hall	Suite C/D - 116 IT private office	3	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
363	City Hall	Suite C/D - 115 IT private office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
364	City Hall	Suite C/D - 114 IT private office	4	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
365	City Hall	Suite C/D - IT hall	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l			YES
366	City Hall	Suite C/D - 112 buyer office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
367	City Hall	Suite C/D - 111 buyer office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
368	City Hall	Suite C/D - 111 buyer office	2	2X2-TROFFER-PRISMATIC-RECESSED-4000-NO, F32T8/UG (2)	82	2	KIT (1) 20W DIMMABLE VOLUMETRIC 2X2 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 2620LM - 120/277V	25	TRK22D20WCSCR	None	1 2g,2l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
369	City Hall	Suite C/D - Communications storage	4	TROFFER-2X4-EGGCRATE-RECESSED-4000-NO, F32T8(4)	112	4	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DK2	None	1 2g,2l	1	WCEIL IR-P2	YES
370	City Hall	Suite C/D - Ky hall	1	LENS BOX-2X4-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
371	City Hall	Suite C/D - Mens rr	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
372	City Hall	Suite C/D - Womens rr	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 1g,1l	1	WALL IR	YES
373	City Hall	Suite C/D - Financial hall	3	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l			YES
374	City Hall	Suite C/D - 110 financial office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
375	City Hall	Suite C/D - 109 financial office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
376	City Hall	Suite C/D - financial breakroom hall	1	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1l	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES

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Line	FLOOR OR AREA	AREA	EXIST. FIXT. QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	DLC Qualified?
91	City Hall	Suite C/D - financial m hall	1	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1t	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
92	City Hall	Suite C/D - Womens m	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	1 2g,2t	1	WALL IR 2P	YES
93	City Hall	Suite C/D - Mens m	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	2 1g,1t	1	WALL IR 2P	YES
94	City Hall	Suite C/D - Mens m janitor	1	INDUSTRIAL STRIP-4 FOOT-METAL WIREGUARD-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	2 1g,1t	1	WALL IR 2P	YES
95	City Hall	Suite C/D - 106 financial office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
96	City Hall	Suite C/D - 105 financial office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
97	City Hall	Suite C/D - 108 finance storage	5	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	5	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	2 1g,1t	1	WCEIL IR-P2	YES
98	City Hall	Suite C/D - 107 conference	8	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	8	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
99	City Hall	Suite C/D - finance office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
100	City Hall	Suite C/D - finance office	5	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1t	5	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
101	City Hall	Suite C/D - finance office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	1 1g,1t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
102	City Hall	Suite C/D - finance hall	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 1g,1t			YES
103	City Hall	Suite C/D - finance hall	1	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	1 1g,1t			YES
104	City Hall	Suite C/D - 104 finance office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
105	City Hall	Suite C/D - 103 finance office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
106	City Hall	Suite C/D - 102 finance office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
107	City Hall	Suite C/D - finance office	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 1g,1t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
108	City Hall	Suite C/D - finance office lobby	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
109	City Hall	Exterior - Breezeway admin to dev	16	CHICKEN WIRE STRIP-4 FOOT-NO LENS-SURFACE-4000-NO, F32T8(1)	31	16	RETRO (1) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	11	KT-LED10.5T8-48GC-840-DK2	None				YES
110	City Hall	Exterior - City clerk parking	1	FLOOD-MEDIUM-CLEAR-1/0 IN KNUCKLE-3000-NO, HPS100 (1)	118	1	NEW (1) 29W LED SURFLOOD - 3400 LUMEN - 120-277V	29	MS29HW-40BKT	None				YES
111	City Hall	Exterior - Council walkway	2	FEIN SEAL-MEDIUM-CLEAR-GROUND-4000-NO, MH50 (1)	72	2	RETRO (1) 25W A23 LED BALLAST BYPASS LAMP - 3550LM - 120/277V	25	KT-LED25A23-G24K99-850	None				YES
112	Dev Services	1st floor - Waiting room	9	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	9	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	9	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
113	Dev Services	1st floor - Waiting room	1	STRIP-4 FOOT-NO LENS-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DK2	None	Custom			YES
114	Dev Services	1st floor - 113 private office	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
115	Dev Services	1st floor - 114 breakroom	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
116	Dev Services	1st floor - 112 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
117	Dev Services	1st floor - 111 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
118	Dev Services	1st floor - 110 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
119	Dev Services	1st floor - 109 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
120	Dev Services	1st floor - 108 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
121	Dev Services	1st floor - 107 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
122	Dev Services	1st floor - 106 private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
123	Dev Services	1st floor - 113 private office	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
124	Dev Services	1st floor - 118 workroom	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
125	Dev Services	1st floor - 117 copy room	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,1t	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
126	Dev Services	1st floor - Main conference	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(6)	171	4	RETRO (6) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	63	KT-LED10.5T8-48GC-840-DK2	None	Custom			YES
127	Dev Services	1st floor - Planning hall	8	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
128	Dev Services	1st floor - Planning hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
129	Dev Services	1st floor - Planning hall	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
130	Dev Services	1st floor - Planning bullpen	6	DELAMPED TO 2 LAMP TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
131	Dev Services	1st floor - Planning bullpen	8	DELAMPED TO 2 LAMP TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	8	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
132	Dev Services	1st floor - Planning office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
133	Dev Services	1st floor - Planning office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
134	Dev Services	1st floor - Planning office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
135	Dev Services	1st floor - Planning bullpen copy room	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
136	Dev Services	1st floor - 103 engineering	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
137	Dev Services	1st floor - 120 duplicating office	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES

Project Detail - City of Palmdale 2/14/2023

Line	FLOOR OR AREA	AREA	EXIST. FIXT QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	OBF Qualified?
[illegible]	Dev Services	1st floor - 102 janitor	1	STRIP-8 FOOT-NO LENS-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Building and safety hall	7	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	7	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
[illegible]	Dev Services	1st floor - Building and safety hall	8	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	8	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
[illegible]	Dev Services	1st floor - Womens rr	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Building and safety copyroom	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 132 office	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 135 inspector office	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 136 plan review office	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 2g,21	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 148 GIS office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 169 traffic engineer office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 168 city engineer office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Mens rr	4	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - 167 building and safety office	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 166 public works office	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Building and safety bullpen	7	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	7	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	7	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 146 copyroom	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Building and safety storage	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-4NGC-840-DX2	None	1 2g,21	1	WALL IR 2P	YES
[illegible]	Dev Services	1st floor - Building and safety private office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Public works bullpen	7	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	7	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	7	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Public works private office	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 1g,31	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Environmental planning bullpen	3	DELAMPED TO 2 LAMP TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Management analyst private office	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 164 janitor	1	STRIP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Public works conference	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 162 Director Public works office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 155 Public works storage	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - 156 Public works office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 161 Environmental office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 157 project manager office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 158 project manager office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - 159 deputy director office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Public works bullpen	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	1st floor - Public works hall	6	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
[illegible]	Dev Services	1st floor - Public works hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
[illegible]	Dev Services	1st floor - Mens rr	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Womens rr	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Rr hall	1	DELAMPED TO 2 LAMP TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
[illegible]	Dev Services	1st floor - Ext elevator machine	1	STRIP-8 FOOT-NO LENS-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	1st floor - Ext electrical	1	STRIP-8 FOOT-NO LENS-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-4NGC-840-DX2	None	1 1g,31	1	WALL IR	YES
[illegible]	Dev Services	2nd floor - 208 breakroom	7	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	7	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 3g,31	7	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - Neighborhood services waiting room	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - 209 Neighborhood services office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - 206 code enforcement office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - 205 locker room	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - 204 code enforcement office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - Neighborhood services conference 1	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
[illegible]	Dev Services	2nd floor - 212 filing	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-4NGC-840-DX2	None	1 2g,21	1	WALL IR 2P	YES
[illegible]	Dev Services	2nd floor - 203 overflow office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,21	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES

Line	FLOOR OR AREA	AREA	EXIST. FIXT QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	OBF Qualified?
464	Dev Services	2nd floor - 202 compliance manager office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
465	Dev Services	2nd floor -201 training room	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
466	Dev Services	2nd floor - 214 code enforcement office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
467	Dev Services	2nd floor - 215 compliance office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
468	Dev Services	2nd floor - 217 community service office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
469	Dev Services	2nd floor - 218 community service office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
470	Dev Services	2nd floor - 219 office asst	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
470	Dev Services	2nd floor - Community service hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
471	Dev Services	2nd floor - Community service hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
472	Dev Services	2nd floor - Community service hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
473	Dev Services	2nd floor - 216 community service office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
474	Dev Services	2nd floor - 225 emergency services office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
475	Dev Services	2nd floor - 226 financial analyst office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
476	Dev Services	2nd floor - 227 safety supervisor office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
477	Dev Services	2nd floor - Neighborhood services conference 2	3	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	2 2g,2t	3	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
478	Dev Services	2nd floor - 224 spare office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
479	Dev Services	2nd floor - 237 public safety office	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
480	Dev Services	2nd floor - 238 director of neighborhood office	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
481	Dev Services	2nd floor - 239 neighborhood services office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
482	Dev Services	2nd floor - 240 housing tech office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
483	Dev Services	2nd floor - 241 housing office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
484	Dev Services	2nd floor - 242 housing office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
485	Dev Services	2nd floor - 243 housing manager office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
486	Dev Services	2nd floor - housing manager storage	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	RETRO (3) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	32	KT-LED30.5T8-4IGC-840-DK2	None	1 2g,2t	3	WCEU IP-P2	YES
487	Dev Services	2nd floor - 245 com room	4	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	4	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	None	1 2g,2t			YES
488	Dev Services	2nd floor - 246 janitor	1	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	None	1 1g,1t	1	WALL IR	YES
489	Dev Services	2nd floor - Mens rr	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	None	1 1g,1t	1	WALL IR	YES
490	Dev Services	2nd floor - Womens rr	3	TROFFER-1X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	None	1 1g,1t	1	WALL IR	YES
491	Dev Services	2nd floor - Ar hall	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
492	Dev Services	2nd floor - Ar hall	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
493	Dev Services	2nd floor - Ar hall	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
494	Dev Services	2nd floor - Community services hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom			YES
495	Dev Services	2nd floor - Community services hall	5	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(2)	59	5	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
496	Dev Services	2nd floor - Community services hall	1	DELAMPED TO 2 LAMP TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom			YES
497	Dev Services	2nd floor - Front reception	4	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
498	Dev Services	2nd floor - 230 traffic services office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
499	Dev Services	2nd floor - 229 spare office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
500	Dev Services	2nd floor - 234 copy room	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
501	Dev Services	2nd floor - 235 housing office	2	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	1 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
502	Dev Services	2nd floor - 235 housing bullpen	9	TROFFER-2X4-PARABOLIC-RECESSED-4000-NO, F32T8(3)	89	9	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	9	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
503	Dev Services	2nd floor - 235 housing bullpen	1	TROFFER-2X4-PARABOLIC-RECESSED-4000-YES, F32T8(3)	89	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	None	Custom	1	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
504	Dev Services	2nd floor - 2nd stairs	4	STRIP-4 FOOT-PRISMATIC-WALL-4000-NO, F32T8(2)	59	4	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	None	Custom			YES
505	Public Works	Warehouse - Classroom	10	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	10	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	2 2g,2t	10	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
506	Public Works	Warehouse - Classroom	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	Ceiling PIR	2 2g,2t	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
507	Public Works	Warehouse - Classroom fire riser	1	STRIP-2 FOOT-NO LENS-SURFACE-4000-NO, F17T8(2)	33	1	RETRO (2) 2' 7W T8 LED BALLAST BYPASS TUBE - 900LM - 120/277V	14	KT-LED17T8-2IGC-840-D	Wall PIR	1 1g,1t			YES
508	Public Works	Warehouse - Hallway	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	1	RETRO (2) 4' 30.5W T8 LED BALLAST BYPASS TUBE - 3700LM - 120/277V	21	KT-LED30.5T8-4IGC-840-DK2	Ceiling PIR	1 1g,1t			YES

Project Detail - City of Palmdale 2/14/2023

Line	FLOOR OR AREA	AREA	EXIST. FIXT. QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	DLC Qualified?
442	Public Works	Warehouse - Hallway	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-YES, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V & EMERGENCY BATTERY	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 1g,1l			YES
443	Public Works	Warehouse - Hallway	2	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	2	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 1g,1l			YES
444	Public Works	Warehouse - Hallway	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-YES, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V & EMERGENCY BATTERY	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 1g,1l			YES
445	Public Works	Warehouse - Womens locker hall	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
446	Public Works	Warehouse - Womens locker hall	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-YES, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V & EMERGENCY BATTERY	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
447	Public Works	Warehouse - Womens locker	2	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	2	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
448	Public Works	Warehouse - Womens locker rr	2	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	2	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
449	Public Works	Warehouse - Womens locker rr	1	VAPOR TIGHT-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
450	Public Works	Warehouse - Storage	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-48GC-840-DX2	Wall PIR	Custom			YES
451	Public Works	Warehouse - Janitor	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
452	Public Works	Warehouse - Ice machine laundry	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	32	KT-LED10.5T8-48GC-840-DX2	Wall PIR	Custom			YES
453	Public Works	Warehouse - Mens locker hall	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-YES, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V & EMERGENCY BATTERY	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
454	Public Works	Warehouse - Mens locker	4	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	4	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
455	Public Works	Warehouse - Mens locker rr	3	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
456	Public Works	Warehouse - Mens locker rr	1	VAPOR TIGHT-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Ceiling PIR	1 2g,2l			YES
457	Public Works	Warehouse - Upstairs storage	10	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-NO, F32T8(4)	112	10	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	10	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
458	Public Works	Warehouse - Upstairs storage	6	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-YES, F32T8(4)	112	6	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	6	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
459	Public Works	Warehouse - Upstairs storage	10	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-NO, F32T8(4)	112	10	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	10	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
460	Public Works	Warehouse - Upstairs storage	4	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-YES, F32T8(4)	112	4	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	4	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
461	Public Works	Warehouse - Warehouse	20	HIGHBAY-4 FOOT-NO LENS-ALL THREAD PENDANT-4000-NO, FP54TS/HO (6)	351	20	NEW (1) 130W LED HIGHBAY LUMINAIRE WITH WIREGUARD AND MOTION SENSOR - 17550LM - 100-277V	130	BLHE3-130UF-40-MS/ BLHE3-WGW1	Ceiling PIR	Custom	1	FACTORY INSTALLED	YES
462	Public Works	Warehouse - Warehouse	8	HIGHBAY-4 FOOT-NO LENS-ALL THREAD PENDANT-4000-YES, FP54TS/HO (6)	351	8	NEW (1) 130W LED HIGHBAY LUMINAIRE WITH WIREGUARD / MOTION SENSOR / EMERGENCY - 17550LM - 100-277V	130	BLHE3-130UF-40-EMMS/ BLHE3-WGW1	None	Custom	1	FACTORY INSTALLED	YES
463	Public Works	Warehouse - Upstairs comroom	1	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	1	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
464	Public Works	Warehouse - Upstairs electrical	2	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-NO, F32T8(4)	112	2	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	42	KT-LED10.5T8-48GC-840-DX2	None	1 2g,2l	1	WALL IR	YES
465	Public Works	Warehouse - Stairs	1	INDUSTRIAL STRIP-8 FOOT-HOOD-ALL THREAD PENDANT-4000-YES, F32T8(4)	112	1	RETRO (4) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V & EMERGENCY BATTERY	42	KT-LED10.5T8-48GC-840-DX2	None	2 1g,1l			YES
466	Public Works	Warehouse - Electrical shop	2	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	2	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	2	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
467	Public Works	Warehouse - Electrical shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
468	Public Works	Warehouse - Electrical shop storage	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Wall PIR	1 1g,1l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
469	Public Works	Warehouse - Graffiti shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
470	Public Works	Warehouse - Graffiti shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
471	Public Works	Warehouse - Sign shop storage	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
472	Public Works	Warehouse - Sign shop storage	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
473	Public Works	Warehouse - Landscape shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
474	Public Works	Warehouse - Landscape shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
475	Public Works	Warehouse - Wood shop	3	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	3	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	3	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
476	Public Works	Warehouse - Wood shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
477	Public Works	Warehouse - Fabrication	4	HIGHBAY-4 FOOT-NO LENS-ALL THREAD PENDANT-4000-NO, FP54TS/HO (6)	351	4	NEW (1) 130W LED HIGHBAY LUMINAIRE WITH WIREGUARD AND MOTION SENSOR - 17550LM - 100-277V	130	BLHE3-130UF-40-MS/ BLHE3-WGW1	Ceiling PIR	1 2g,2l	1	FACTORY INSTALLED	YES
478	Public Works	Warehouse - Sewer shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-NO, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP - 8450LM - 120/277V	65	LS2-8U65WCSCR	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
479	Public Works	Warehouse - Sewer shop	1	INDUSTRIAL STRIP-8 FOOT-HOOD-SURFACE-4000-YES, F32T8(4)	112	1	NEW (1) 65W 8' LED DIMMABLE SURFACE MOUNT STRIP WITH EMERGENCY BACKUP - 8450LM - 120/277V	65	LS2-8U65WCSCREM	Ceiling PIR	1 2g,2l	1	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
480	Public Works	Exterior - Maintenance shop	16	FC WALLPACK-PLUG-IN 4 PIN - HORIZONTAL-CLEAR-WALL-4000-NO, C442-4PIN-TRI (1)	44	16	NEW (1) 20W LED FULL CUTOFF WALLPACK - 2600 LUMEN - 120-277V	20	WPCBUT4-WCSRPCCR	None	Custom			YES
481	Public Works	Exterior - Maintenance shop	12	FT WALLPACK-MOGUL-CLEAR-WALL-4000-NO, MH400 (1)	458	12	NEW (1) 120W LED FORWARD THROW WALLPACK - 14000 LUMEN - 120-277V	120	WPSP120U-WCSRCR / EN-RTPCT	None	Custom	1	FACTORY INSTALLED	YES
482	Public Works	Exterior - Maintenance yard	8	SPOT-MOGUL-CLEAR-KNUCKLE-4000-NO, MH1000 (1)	1,095	8	NEW (1) 250W LED FLOOD LUMINAIRE WITH SLIPFITTER - 34106 LM 120-277V	250	MF50U4N-CWRCR	None	Custom			YES
483	Public Works	Exterior - Admin	4	FC WALLPACK-PLUG-IN 4 PIN - HORIZONTAL-CLEAR-WALL-4000-NO, C442-4PIN-TRI (1)	44	4	NEW (1) 20W LED FULL CUTOFF WALLPACK - 2600 LUMEN - 120-277V	20	WPCBUT4-WCSRPCCR	None	Custom			YES
484	Public Works	Exterior - Admin parking	4	SHOE BOX-MOGUL-CLEAR-TENON-4000-NO, MH250 (1)	295	4	NEW (1) 100W AREA LUMINAIRE - ARM MOUNT - 12000 LM 120-277V	100	M150U5N5SM / EN-RDM5B	None	Custom	1	FACTORY INSTALLED	YES
485	Public Works	Exterior - Service	1	FLOOD-MOGUL-CLEAR-KNUCKLE-4000-NO, MH250 (1)	295	1	NEW (1) 100W FLOOD LUMINAIRE WITH SLIPFITTER - 12000 LM 120-277V	100	M100U5NCSBM / EN-RDM5B	None	Custom	1	FACTORY INSTALLED	YES
486	Public Works	Exterior - Front office	2	CANOPY-MEDIUM-PRISMATIC-SURFACE-4000-NO, MH100 (1)	128	2	NEW (1) 20W LED LOW PROFILE SQUARE CANOPY - 2815 LUMEN - 120-277V	20	CPL20BUC620	None	Custom	1	FACTORY INSTALLED	YES
487	Public Works	Admin - Breakroom	3	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(2)	59	3	NEW (1) 23W 4' LED DIMMABLE SURFACE MOUNT WRAP - 2890LM - 120/277V	23	LSU4U23WCSCR	Ceiling PIR	1 2g,2l	3	CONTROL NODE RECTANGULAR, MICROWAVE MOTION SENSOR, TRANSLUCENT	YES
488	Public Works	Admin - Janitor	1	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	1	RETRO (3) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	KT-LED10.5T8-48GC-840-DX2	Wall PIR	1 1g,1l			YES
489	Public Works	Admin - Faculties super office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	None	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
490	Public Works	Admin - Conference	6	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	1 2g,2l	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
491	Public Works	Admin - Management analyst office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
492	Public Works	Admin - Landscape super office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	1 1g,1l	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
493	Public Works	Admin - Parks super office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
494	Public Works	Admin - Maintenance bullpen	12	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(4)	59	12	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	Custom	12	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES

Line	FLOOR OR AREA	AREA	EXIST. FIXT. QTY	EXISTING FIXTURE	WATTS EACH	PROP. RETRO QTY	PROPOSED RETROFIT	WATTS EACH	Part #	Existing Sensor	Switching	CONTROL QTY	CONTROL TYPE	CBP Qualified?
466	Public Works	Admin - Hallway	3	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(2)	59	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	Custom			YES
467	Public Works	Admin - Hallway	3	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(2)	59	3	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	Ceiling PIR	Custom			YES
468	Public Works	Admin - Filing	4	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	4	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	1 2g,2i	4	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
469	Public Works	Admin - Spare office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
470	Public Works	Admin - Super of maintenance office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
471	Public Works	Admin - IT Room	3	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	AT-LED10.5T8-48GC-840-DA7	Ceiling PIR	1 2g,2i			YES
472	Public Works	Admin - Men w	3	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	AT-LED10.5T8-48GC-840-DA7	Ceiling PIR				YES
473	Public Works	Admin - Reception	6	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	6	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	1 2g,2i	6	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
474	Public Works	Admin - Reception office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
475	Public Works	Admin - Hallway	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	Custom			YES
476	Public Works	Admin - Hallway	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(2)	59	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	Ceiling PIR	Custom			YES
477	Public Works	Admin - Maintenance bullpen	18	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	59	18	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Ceiling PIR	Custom	18	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
478	Public Works	Admin - Women n hall	1	TROFFER-2X4-PRISMATIC-RECESSED-4000-YES, F32T8(3)	59	1	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) WITH EMERGENCY BACKUP - 3325LM - 120/277V	25	TRK24D25WCSCREM	Wall PIR	1 1g,1i			YES
479	Public Works	Admin - Women n	3	WRAP-4 FOOT-PRISMATIC-SURFACE-4000-NO, F32T8(3)	59	3	RETRO (2) 4' 10.5W T8 LED BALLAST BYPASS TUBE - 1700LM - 120/277V	21	AT-LED10.5T8-48GC-840-DA7	Ceiling PIR	1 2g,2i			YES
480	Public Works	Admin - Streets maintenance office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
481	Public Works	Admin - Spare office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
482	Public Works	Admin - Collection supervisor office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	25	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
483	Public Works	Admin - Engineering tech office	2	TROFFER-2X4-PRISMATIC-RECESSED-4000-NO, F32T8(3)	89	2	KIT (1) 25W LED DIMMABLE VOLUMETRIC 2X4 RETROFIT KIT (WATTAGE/COLOR FIELD SELECTABLE) - 3325LM - 120/277V	28	TRK24D25WCSCR	Wall PIR	Custom	2	CONTROL NODE RECTANGULAR, PIR MOTION SENSOR/DAYLIGHT HARVESTING, WHITE	YES
484	Tnaverde Community	Roadway - Roadway	62	BELL HEAD-MOGUL-GLASS-SWAN SLIP FIT-4000-NO, MH250 (1)	295	62	NEW (1) 100W LED BELL HEAD AREA LUMINAIRE - 14000 LUMEN - 120-277V	100	KB25-MIFL-3-100-SSL-R060-120-KPL21-PR7-3K-SMO (SMOOTH RAINFOREST GREEN)	None				N/A - CIP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/30/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA LLC 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.CertRequest@Marsh.com | Fax: 212-948-4377 KFLAN	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED Schneider Electric Holdings, Inc. 1111 Pasquinelli Drive, Suite 100 Westmont, IL 60559	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER B :** AIU Insurance Co — 19399 **INSURER C :** HDI Global Insurance Company — 41343 **INSURER D :** Lexington Insurance Company — 19437 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011580847-01 **REVISION NUMBER:** 2

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	X	X	6862538	01/01/2023	01/01/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	5,000,000 5,000,000 5,000 5,000,000 5,000,000 5,000,000
A B A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	6631153 (AOS) 6631154 (MA) 6631152 (VA)	01/01/2023 01/01/2023 01/01/2023	01/01/2024 01/01/2024 01/01/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $			CUD11986-11	01/01/2023	01/01/2024	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC080880552 (AOS) Additional WC/EL policies are shown on the following page	01/01/2023	01/01/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	5,000,000 5,000,000 5,000,000
D	PROFESSIONAL E&O LIABILITY			21433000 POLICY IS CLAIMS MADE	01/01/2023	01/01/2024	EACH CLAIM / AGGREGATE SIR		5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Palmdale is included as additional insured with respect to General Liability and Auto Liability per the endorsement(s) attached. This insurance is primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured for General Liability and Automobile Liability per the endorsement(s) attached. Waiver of Subrogation is included in favor of the Certificate Holder under General Liability and Worker's Compensation per the endorsement(s) attached.

CERTIFICATE HOLDER

City of Palmdale
Attn: Lynn Glidden
38250 Sierra Hwy
Palmdale, CA 93550

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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AGENCY CUSTOMER ID: CN102662751
LOC #: Boston

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
MARSH USA LLC	Schneider Electric Holdings, Inc. 1111 Pasquinelli Drive, Suite 100 Westmont, IL 60559
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

ADDITIONAL NAMED INSUREDS INCLUDE THE FOLLOWING:
Schneider Electric USA, Inc.
Schneider Electric Engineering Services, LLC
Veris Industries, LLC
Pro-Face America, LLC
Schneider Electric IT Corporation
Schneider Electric Buildings Americas, Inc.
Schneider Electric Buildings Critical Systems, Inc.
Schneider Electric Solar Inverters USA, Inc.
Schneider Electric Power Services, Inc.
Summit Energy Services, Inc.
Schneider Electric IT Mission Critical Services, Inc.
Schneider Electric Smart Grid Solutions, LLC
Schneider Electric Systems USA, Inc.
ASCO Power Services, Inc.
ASCO Power Technologies, L.P.
Schneider Electric Advisory Services, Inc.
Schneider Electric Digital, Inc.
Schneider Electric Foundries LLC
Schneider Electric Energy Management Software, Inc.
Operation Technology, Inc. (DBA ETAP) (Excluding Workers Compensation)
ETAP Automation, Inc. (Excluding Workers Compensation)
IGE+XAO USA, Inc.
ProLeit Corp.
Buildings Control Systems, Inc.
Adaptive Instruments Corp.

"ADDITIONAL WORKER'S COMP POLICIES"
POLICY PERIOD: 01/01/2023 - 01/01/2024
CARRIER: AIU INSURANCE COMPANY
POLICY NUMBERS AND STATES:
- WC080880552 (AOS: AK, AL, AR, AZ, CO, CT, DC, DE, FL, GA, HI, IA, ID, IL, IN, KS, KY, LA, MA, MD, ME, MI, MN, MO, MS, MT, NC, ND, NE, NH, NJ, NM, NV, NY, OH, OK, OR, PA, RI, SC, SD, TN, TX, UT, VA, VT, WA, WV, WY)
- WC080880553 (CA)
- WC080880554 (WI)
- PUERTO RICO: WC IS PURCHASED THROUGH THE STATE FUND AS PUERTO RICO IS MONOPOLISTIC.
- OHIO ONLY EXCESS WORKERS COMP:
POLICY NUMBER: XWC1647376; CARRIER: NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA
LIMITS: EACH ACCIDENT: $3,000,000 / DISEASE-POLICY LIMIT: 3,000,000 / DISEASE-EACH EMPLOYEE: $3,000,000; SELF-INSURED RETENTION: $2,000,000

Umbrella Liability follows the underlying on additional insured and waiver of subrogation status pursuant to policy terms, conditions, and exclusions.

Schneider Electric Holdings, Inc. has agreed that, within 30 days after receipt of notice of cancellation of the insurance policies referenced above from the applicable insurers, Schneider Electric Holdings, Inc. or its designee will send a copy of such notice to the Certificate Holder of this Certificate. Such notice is not a right or obligation within the policies, it does not alter or amend any coverage, it will not extend any policy cancellation date and it will not negate any cancellation of the policy. Failure to provide a copy of such notice to the Certificate Holder shall impose no obligation or liability of any kind upon the insurer or its agents or representatives.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2023

forms a part of policy No. 663-11-53

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

L **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2023

forms a part of policy No. 663-11-53

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or Countersignature (in States Where Applicable)

74445 (10/99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As required under contract	As required under contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required under contract	As required under contract
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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ENDORSEMENT

This endorsement, effective 12:01 A.M. 01/01/2023

forms a part of policy No. 686-25-38

issued to SCHNEIDER ELECTRIC HOLDINGS, INC.

by NATIONAL UNION FIRE INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED - PRIMARY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Section IV, Commercial General Liability Conditions, paragraph 4., Other Insurance, subparagraph a. Primary Insurance, is amended by the addition of the following:

However, coverage under this policy afforded to an additional insured will apply as primary insurance where required by contract, and any other insurance issued to such additional insured shall apply as excess and noncontributory insurance.



Authorized Representative or Countersignature (in States Where Applicable)

74434 (10/99)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name Of Person(s) Or Organization(s):
Any Person or Organization Requiring Waiver of Transfer of Rights of Recovery Pursuant to the Terms of Any Contract or Agreement.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

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City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
MAINTENANCE DIVISION

DISTRICT: **ALL**

SUBJECT: **APPROVE REQUISITION WITH NATIONAL AUTO FLEET FOR THE PURCHASE OF TWO NEW ROADLINE GPMT GRAFFITI TRUCKS FOR A TOTAL NOT TO EXCEED AMOUNT OF $334,500; AND APPROVE REQUISITION WITH INLAND KENWORTH (US), INC., FOR THE PURCHASE OF A NEW T880 SUPER 10 DUMP TRUCK FOR A TOTAL NOT TO EXCEED AMOUNT OF $285,000; AND APPROVE REQUISITION WITH MUNICIPAL MAINTENANCE EQUIPMENT FOR THE PURCHASE OF A NEW PETERSEN LIGHTNING LOADER FOR A TOTAL NOT TO EXCEED AMOUNT OF $295,000; AND APPROVE REQUISITION WITH PB LOADER CORPORATION FOR THE PURCHASE OF A NEW B-5 ASPHALT TRUCK FOR A TOTAL NOT TO EXCEED AMOUNT OF $360,000**

RECOMMENDATION

Staff recommend that the City Council:

1. Approve Requisition No. 250913 and resulting purchase order with National Auto Fleet, including minimal and/or non-substantial changes, for the purchase of two (2) new Roadline GPMT Graffiti Trucks for a total not to exceed amount of $334,500;

2. Approve Requisition No. 250915 and resulting purchase order with Inland Kenworth (US), Inc., including minimal and/or non-substantial changes, for the purchase of a new T880 Super 10 Dump Truck for a total not to exceed amount of $285,000;

3. Approve Requisition No. 250917 and resulting purchase order with Municipal Maintenance Equipment, including minimal and/or non-substantial changes, for the purchase of a new Petersen Lightning Loader for a total not to exceed amount of $295,000;

4. Approve Requisition No. 250930 and resulting purchase order with PB Loader Corporation, including minimal and/or non-substantial changes, for the purchase of a new B-5 Asphalt Truck for a total not to exceed amount of $360,000;

BACKGROUND

The City's Fleet Maintenance Division manages over 350 vehicles, equipment, and specialty equipment. It coordinates, develops, and recommends long-range plans for managing and maintaining fleet operations, including purchasing vehicles under the City's Vehicle Replacement Policy and supporting departmental needs.

The Policy considers a vehicle's age, miles or hours used, and duty type to determine which vehicles and equipment are eligible and most in need of replacement. Based on these criteria, staff identified the City's current paving machine and two repurposed graffiti service trucks for replacement. Additionally, two new vehicles, a dump truck and a lightning loader, are needed to outfit approved operator positions.

The funds to purchase these new and replacement items were approved within the original and mid-year budget adoption for Fiscal Year 2024-25.

DISCUSSION

The addition of these vehicles will improve efficiency and reduce equipment waiting times, enhance service delivery for critical infrastructure operations and projects, reduce reliance on costly long-term equipment rentals, allow for better resource allocation and timely responses to maintenance needs, and ensure that critical tasks are completed without delay, ultimately improving safety and satisfaction for residents and businesses.

Roadline Model GPMT Graffiti Removal Trucks

Graffiti continues to be one of the leading issues faced in our community. While the City has made significant strides in swiftly removing vandalism from public spaces and maintaining a cleaner environment, two new graffiti removal trucks are essential to expand these efforts further.

These state-of-the-art vehicles are designed explicitly for graffiti abatement, significantly improving efficiency and safety for the City's Community Preservation Program. The City's Fleet and Graffiti teams collaborated with Roadline to develop a water recovery system that prevents environmental contamination from pressure washing water runoff, ensuring compliance with governmental storm drain regulations. These vehicles and their unique system provide an economical and effective treatment solution, reducing disposal costs, guaranteeing results, and improving response times.

The acquisition of these two new graffiti trucks will replace older repurposed service trucks, bringing the fleet to five specialized graffiti abatement vehicles—one for each district. They will further expand the graffiti abatement efforts, enhancing the short—and long-term sustainability of providing a safe and clean community.

Kenworth T880 Allison Super 10 Dump Truck

With the continued growth of the City's Community Preservation Program, existing Street Maintenance heavy equipment will be reallocated to address illegal dumping and homeless encampment cleanup efforts. Acquiring a new Kenworth dump truck will backfill the needs of Street Maintenance in their daily operations and offer enhanced equipment functionality and reliability.

With the City's continued growth, there has been an increased demand for street maintenance services, including material hauling, debris removal, and construction support. Therefore, adding this dump truck is a strategic investment to expand the fleet, reduce waiting times for equipment availability, and improve operational efficiency and service delivery.

Petersen Lightning Loader

Illegal dumping presents ongoing environmental and public health challenges for our community, impacting aesthetics, safety, and overall quality of life. The City currently owns two lightning loaders, which are primarily used to clean illegal dumping sites and homeless encampments. These responsibilities will be shifting to the City's Community Preservation Program; therefore, acquiring a new Petersen Lightning Loader will backfill the needs of Street Maintenance.
The lightning loader is designed for rapid and efficient collection of large debris. It will be used by Street Maintenance in their day-to-day operations for debris removal (e.g., trees, concrete, etc.), construction support, and drainage vegetation clearing. It will also play a crucial role in assisting with illegal dumping and homeless encampment cleanup efforts, providing essential support to mitigate health hazards, safety concerns, and negative environmental impacts throughout the City. Therefore, acquiring the new lightning loader will improve operational efficiency and service delivery, reduce the strain on existing resources, and promote cleaner and safer public spaces

PB Loader B-5 Asphalt Truck

The City's current paving machine is almost 25 years old. It is classified by the California Air Resources Board (CARB) as a Tier 1 diesel engine, which limits its operational hours and will eventually be phased out of use. The new equipment will provide a completely

self-contained vehicle that is immediately ready for daily use. Additionally, it is an excellent fit for hot patching street maintenance operations, which is the most effective technique for repairing potholes and other permanent asphalt rehabilitations. This equipment will easily support the removal of old asphalt material, create a firm base, tack the hold edges, add hot asphalt mix, compact the material, and seal the patch for more durable and longer-lasting repairs.

The City will purchase the new and replacement vehicles using cooperative pricing through individual Sourcewell contracts with specialized vendors.

FISCAL IMPACT

$1,274,500; funds for the requisitions and the resulting purchase orders are currently budgeted in Fleet Maintenance equipment capitalized. Operating and maintenance costs are projected to be approximately $7,700 annually for each vehicle after the vehicle's initial year in service.

STRATEGIC PLAN

Goal II. Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	Leonardo Torres, P.E., Director of PW
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Req. No. 250913 with National Auto Fleet
Req. No. 250915 with Inland Kenworth (US), Inc.
Req. No. 250917 with Municipal Maintenance Equipment
Req. No. 250930 with PB Loader Corporation
Sourcewell Contract No. 032824-NAF
Sourcewell Contract No. 032824-KTC
Sourcewell Contract No. 040621-PII
Sourcewell Contract No. 080521-PBL

Bill To	Requisition 00250913-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-774400 Review: Buyer: mharris Status: Allocated

Vendor	Ship To
NATIONAL AUTO FLEET GROUP 490 AUTO CENTER DRIVE WATSONVILLE, CA 95076 Tel#855-289-6572 Fax 831-480-8497	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdaleca.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	007857	02/24/25			STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	2-Roadline Graffiti trucks	1.00 EA	334500.00000	334500.00
	Vendor Item			
1	15433006-774400	334500.00		

Requisition Link

Requisition Total 334500.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	334500.00	1132504.15

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00250915-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-774400 Review: Buyer: mharris Status: Allocated

Vendor	Ship To
INLAND KENWORTH (US), INC 1600 WASHINGTON BLVD MONTEBELLO, CA 90640	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdaleca.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	012787	02/24/25			STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	New Kenworth T880 Allison Super 10 Dump truck Vendor Item	1.00 EA	285000.00000	285000.00
1	15433006-774400	285000.00		

Requisition Link

Requisition Total 285000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	285000.00	1132504.15

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00250917-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-774400 Review: Buyer: mharris Status: Allocated

Vendor	Ship To
MUNICIPAL MAINTENANCE EQUIPMENT 2360 HARVARD ST SACRAMENTO, CA 95815 USA Tel#916-922-1101 Fax 916-922-1034	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofPalmdaleca.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/24/25	006726	02/24/25			STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	1-New Peterson Lightning Loader	1.00 EA	295000.00000	295000.00
	Vendor Item			
1	15433006-774400	295000.00		

Requisition Link

Requisition Total 295000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	295000.00	971122.18

Authorized By: _____ Date: _____
Signature

Bill To	Requisition 00250930-00 FY 2025
FINANCE DEPARTMENT 38300 SIERRA HWY STE D PALMDALE, CA 93550	Acct No: 15433006-774400 Review: Buyer: mharris Status: Allocated

Vendor	Ship To
PB LOADER CORPORATION 5778 W. BARSTOW AVENUE FRESNO, CA 93722-5024 Tel#559 277-7370 Fax 559 277-7375	PUBLIC WORKS/MAINTENANCE 39110 3RD ST EAST PALMDALE, CA 93550 adyer@cityofpalmdaleca.gov

Date Ordered	Vendor Number	Date Required	Ship Via	Terms	Department
02/27/25	003624	02/27/25	DESTINATION/NET30		STREET MAINTENANCE

LN	Description / Account	Qty	Unit Price	Net Price
001	MODEL B-5 ASPHALT PATCHER	1.00 EA	360000.00000	360000.00
1	15433006-774400		360000.00	

Requisition Link

Requisition Total 360000.00

***** General Ledger Summary Section *****

Account	Amount	Remaining Budget
15433006-774400	360000.00	1132504.15

Authorized By: _____ Date: _____
Signature

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and 72 Hour LLC, dba National Auto Fleet Group, 490 Auto Center Drive, Watsonville, CA 95076 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted

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price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	72 Hour LLC, dba National Auto Fleet Group
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Jesse Cooper FACBB5730C1E467...
By: _____	By: _____
Jeremy Schwartz	Jesse Cooper
Title: Chief Procurement Officer	Title: National Fleet Manager
Date: 7/2/2024 | 2:37 PM CDT	Date: 7/2/2024 | 2:04 PM CDT

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RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	72 HOUR LLC
Does your company conduct business under any other name? If yes, please state:	National Auto Fleet Group
Address:	490 Auto Center Drive Watsonville, CA 95076
Contact:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Phone:	951-440-0585
Fax:	831-840-8497
HST#:	263297677

Submission Details

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Submitted On:	Wednesday March 27, 2024 18:09:27
Submitted By:	Jesse Cooper
Email:	Jcooper@nationalautofleetgroup.com
Transaction #:	de37f6a4-b806-40a7-b5b6-766f219b36f2
Submitter's IP Address:	104.35.160.44

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	72 HOUR, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	72 Hour, LLC	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	National Auto Fleet Group	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Y1FHD2Z1ZDY5	*
5	Proposer Physical Address:	490 Auto Center Drive Watsonville, CA 95076	*
6	Proposer website address (or addresses):	www.Nationalautofleetgroup.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jesse Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Jcooper@nationalautofleetgroup.com 855-289-6572	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Clarke Cooper National Fleet Manager 490 Auto Center Drive Watsonville, CA 95076 Clarkecooper@watsonvillefleetgroup.com 818-618-6136	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	National Auto Fleet Group was established in 1987 in Southern California, and boasts a rich history of family-driven success. From humble beginnings with a single dealership, we've grown into a nationwide network of over 15 dealerships, thanks to the dedication and vision of our father. One of our core values has always been fostering a strong company culture, and we achieve this by prioritizing internal growth. We proudly promote from within, leveraging the talent and experience of our dedicated team members. This approach not only ensures continuity and a deep understanding of our values, but also fosters a sense of loyalty and belonging among our employees. This commitment to internal development has been instrumental in our expansion, allowing us to cultivate a leadership team that embodies our core values and drives our continued success. We are proud of the journey we've taken and excited for the future, as we continue to empower our team and provide exceptional service to our customers. For over 35 years, National Auto Fleet Group has remained a family-owned and operated company. The Cooper family has deep roots in the automobile industry, with a passion for exceeding expectations passed down through generations. Today, even our future generations are learning the ropes, ensuring decades more of industry leadership. We aren't just selling vehicles; we're building relationships that last. Our family values of integrity, dedication, and customer service permeate everything we do. This commitment has earned us numerous industry awards and the trust of countless clients. But this is just the beginning. With fresh perspectives from future generations joining the team, we're excited to lead the industry for decades to come. National Auto Fleet Group isn't just about delivering vehicles; it's about delivering peace of mind. Our unwavering commitment to the 4 RIGHTs: delivering the RIGHT vehicle, at the RIGHT time, to the RIGHT place, and at the RIGHT price, ensures our clients experience unmatched satisfaction and success. Since 1987, we've witnessed the auto industry shift gears, evolving from gas-powered machines to the cutting edge of all-electric and fuel cell technology. Through it all, one thing has remained constant: our core values. Even in today's rapidly changing landscape, we hold steadfast to the principles that have guided us for decades. These values – internal growth, customer focus, efficiency, teamwork, accountability and integrity are the engine that powers our growth and fuels our commitment to exceeding expectations. While the vehicles we offer may have changed, our dedication to providing superior customer service remains as strong as ever. We embrace the future with the same passion and determination that fueled our success in the past, ensuring that our customers continue to receive the exceptional service they deserve.	*
11	What are your company's expectations in the event of an award?	Securing another Sourcewell contract would mark our sixth, propelling us to even greater heights by leveraging our proven track record of serving customers nationwide. This expansion fuels our commitment to invest in our divisions, particularly our Partner Program (details in uploaded Zip file). This innovative program empowers members to recommend local upfitters, fostering win-win partnerships and delivering	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have demonstrated throughout the past 12 years to our financial institutions that we stability in the market place and with this meaning data our bank has provided us with a $ 72,000,000 floor plan limit to help in our growing operations which include Sourcewell Members.	*
13	What is your US market share for the solutions that you are proposing?	Our US market share for the products and models we are offering is roughly 70-80% as represented by the 15 manufacturers.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we haven't yet entered the Canadian market, National Auto Fleet Group's proven track record of success fuels our aggressive expansion plans, with a strong focus on international markets like Canada. We are confident that our expertise and commitment to innovation will allow us to make a significant impact in the near future, expanding our reach and serving customers across new borders.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
16	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), 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, 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?	A) we are best described as a distributor/dealer/reseller and all our written authorization documents are attached in the Related Certificates section.	*
17	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.	What is required does vary from state to state however we 72 Hour LLC, do hold all applicable licenses and certifications required by the State of California to sell, service and delivery New/Unused Vehicles we are franchised for and sell, service and delivery any vehicle we are not franchised for through our resellers permit. All our dealer partners across the county have provide us with there dealer certificates and department of motor vehicles certificates to allow NAFG to partner and sell there products. All documents are attached in the Certificates section.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None exist	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	NAFG has a strong track record of success, consistently ranking among the top dealerships in Government Sales for Ford Motor Company and receiving high recognition from General Motors for its Chevrolet brand. The most prodigious award NAFG has received in the past 5 years would be: Top Placement in Ford Motor Company as a leading dealership in Government Sales followed by our high ranking recognition from General Motors for our Chevrolet brand. Both NAFG has received 4 of the past 5 years
20	What percentage of your sales are to the governmental sector in the past three years	In our division in Fleet, we have sold about 95% to Government accounts
21	What percentage of your sales are to the education sector in the past three years	As a percentage of our sales in the Government, about 20% would be considered to Universities and Unified School Districts.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	We hold the State of California contract with volumes from 200 to 500 units a year during the past three years. Second, our Sourcewell Contract's 091521 and 060920 which over the past three years LADWP Contracts valued over $ 220,000,000 City of San Diego Contracts valued over $ 120,000,000
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	NAFG focus is on our Sourcewell Contracts we do not hold any other besides the State of California.

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Port of Los Angeles (CA)	David Comer	310-732-3794
Los Angeles Department of Water & Power (CA)	Philip Ly	818-771-3607
City of Jersey City (NJ)	James Lovero	201-547-4423
Washington Suburban Sanitary Commission (Maryland)	Jarrett Baumgartner	301-206-4226
Town of Hempstead (NY)	Christopher Carter	516-812-3555

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Port of Los Angeles Mr. David Comer 310-732-3794	Government	California - CA	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Los Angeles Department of Water & Power Mr. Philip Ly 818-771-3607	Government	California - CA	Provided New Vehicles with Upfits	Over $ 20,000,000	Over $ 80,000,000
City of Jersey City Mr. James Lovero 201-547-4423	Government	New Jersey - NJ	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
Washington Suburban Sanitary Commission Mr. Jarrett Baumgartner 301-206-4226	Government	Maryland - MD	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000
El Paso Water Mr. Ivan Ibarra 915-594-5712	Government	Texas - TX	Provided New Vehicles with Upfits	Over $1,000,000	Over $ 3,000,000

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	National Auto Fleet Group boasts a robust sales force exceeding 100 dedicated personnel. This includes both direct employees and a network of partner dealers, ensuring comprehensive support for dealerships and our dedicated fleet division. Our indirect sales force seamlessly complements our direct team, effectively serving existing member needs. As our member base expands, we're committed to scaling our team accordingly to maintain exceptional service levels.	*
27	Dealer network or other distribution methods.	NAFG leverages an unparalleled franchise network encompassing 15 leading manufacturers. These industry giants, like (Ford Motor Company, General Motors, CDJR, etc..), boast a nationwide presence, ensuring our members receive seamless service and warranty repairs for their vehicles. Historically, auto manufacturers have faced challenges in distributing automobiles and cab chassis. However, the United States boasts the world's most efficient automotive supply chain network, and as franchised dealers of these renowned brands, NAFG capitalizes on this advantage to efficiently ship and supply vehicles to our members nationwide.	*
28	Service force.	Our extensive network of service locations, spanning thousands of facilities across our 15 manufacturers, ensures convenient access for our members. This comprehensive coverage allows them to easily find service stations or warranty repair facilities nearby, minimizing downtime and maximizing convenience. While Alaska and Hawaii may have slightly larger distances between dealerships, our members can still rely on our network for support, potentially with extended lead times.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Members can place orders with NAFG for all products we are offering, we will either place the order with the OEM as we are franchised for or we will provide the order to our partner dealer who was part of the quote generation from the start with the member so we can allow there relationship to maintain while serving the member. NAFG maintains the role of administering and facilitating the transaction between the member and the OEM dealer.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	I understand that you want me to use the information in your ZIP file, specifically the "Member Walk Through" document, as a reference to explain your Customer Service programs. Here's a breakdown based on the information you provided: Obtaining Quotes Online: ● Members can register on our website (https://www.nationalautofleetgroup.com/) for free. This protects member pricing. ● After registration, they'll receive a welcome email with a demo video explaining the website. ● A secure dashboard keeps all quotes organized. ● Members choose their desired brand, model year, and category (cars, vans, etc.). ● Filters help narrow down options (cab style, drivetrain, bed length). ● All available factory options are displayed for easy selection. ● Sourcewell Price reports show MSRP, member price, and savings (percentage and dollar amount). ● Optional extras include additional keys, manuals, sales tax, and upfits. ● A final, printable quote package includes a unique Sourcewell Quote ID number, description, and specifications. Partnering with Upfitters: ● A dedicated website (https://www.nationalautofleetgroup.com/) connects members with upfitters. ● Upfitters can learn about partnering with NAFG to serve local members. ● This simplifies the process of getting a vehicle upfitted. Tracking Orders: ● Members can track orders directly on the main website using the "Track your order" feature. ● Orders can be tracked by entering the purchase order number, quote ID, upfit quote ID, or VIN. Order Confirmation: ● NAFG sends a courtesy confirmation email to double-check order details (color, quantity, upfit, specifications). ● Title information is requested to expedite paperwork at delivery. Factory Order Cut-Off Notices: ● The website highlights upcoming factory order cut-off dates. ● This information is also printed on the quote cover page (when available). Price Validation Example: ● A sample build process showcases member pricing benefits. ● The example shows the difference between MSRP, member price, and total savings (percentage and dollar amount). (Provide an example with savings %) ● This emphasizes the additional discount offered by NAFG.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have provided a list of our top 1,000 member/clients demonstrating our ability to service all members nationwide. Located in the Marketing Place ZIP file as "NAFG Top 1,000 Member Clients" PDF	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	National Auto Fleet Group is poised to expand into Canada, leveraging our proven business model and expertise. We believe the favorable exchange rate and our competitive pricing structure create an ideal opportunity to partner with Canadian dealer groups, ultimately serving members across North America.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We are not serving Canada at this moment.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We're happy to service all Sourcewell members through our 24/7 website. We offer government members a specific discount program in recognition of their use of taxpayer funds. For non-profit organizations, we've designed a tailored pricing program to meet their unique needs and budgets. We'll work with each non-profit on a case-by-case basis to ensure they receive the most value from our services.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	For members in Alaska, Hawaii, and US Territories, the only membership requirement is the same as for all other members. However, due to logistical shipping constraints in these regions, additional costs may apply. We currently provide members in Alaska with chassis cabs with upfits. In these cases, the member agrees to cover the extra shipping cost, port cost, and driver cost associated with loading and unloading their vehicles from port to port. This additional cost would be clearly outlined in any quote provided to members in these regions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	

36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	National Auto Fleet Group utilizes a number of outbound strategies to promote the Sourcewell Vehicle contract. National Auto Fleet Group isn't waiting for government agencies to come knocking about the Sourcewell Vehicle contract. Instead, we're proactively hitting the gas pedal with outbound marketing strategies. With outbound marketing, NAFG initiates by pushing the message out to our government agencies. Examples include: . ● Cold Email Campaigns: Tailored messages reaching relevant government agencies directly. Examples include new vehicle pricing availability, in stock units, new website features, holiday themed flyers and vehicle cutoff dates. ● Trade Show Presence: Engaging exhibits and knowledgeable representatives making connections at key events. ● Targeted Content: Creating diverse campaign materials that resonate with different government segments. For example, police vehicle availability flyers for police agencies. ● Data-Driven Decisions: Tracking results and optimizing campaigns for maximum impact such as open rates, click-through rates to gauge the effectiveness of our email campaigns Our use of Campaigner Email Marketing platform service is a CRM database used to monitor, send and track effectiveness of emails and more. This service has assisted in streamlining email flyer messages to many of our government agencies across the United States. Campaigner has been an essential tool in not only creating new campaigns but recurring campaigns to ensure our message is sent to new potential clients. This type of outbound marketing fosters proactive engagement with potential customers, sparking their interest in our products. We invite them to explore the diverse product range showcased on our NAFG website, conveniently accessible through both phone calls and website visits. To further empower their buying journey, we encourage registration. It not only unlocks real-time product availability, but also grants access to our innovative self-quoting system. This intuitive tool empowers customers with the autonomy to create unlimited personalized quotes, tailoring them to their specific needs and budget. By eliminating the wait for traditional quotes, this self-service option streamlines the process, fostering a sense of control and ownership for the customer. Ultimately, this outbound marketing approach, coupled with our user-friendly self-quoting system, empowers potential customers to confidently explore and confidently make informed decisions. Business to Business Marketing: National Auto Fleet Group National Auto Fleet Group (NAFG) acknowledges the importance of building strong relationships with local upfitting body companies. That's why we employ strategic business-to-business (B2B) marketing strategies to attract potential partners and create a mutually beneficial ecosystem. Introducing Our Partner Website: We encourage any body upfitting company to visit our dedicated partner website: www.nafgpartner.com. This platform makes it easy for local upfitting companies to explore the benefits of collaborating with NAFG. Key Perks for Upfitting Body Companies: ● Enhanced Visibility: Get the body company's company profile listed on our website, making them searchable by NAFG's extensive network of government clients. ● Targeted referrals: We actively connect upfitting companies with qualified government clients seeking their specific expertise. ● Profile Customization: Partners are encouraged to create a unique profile showcasing the body company's strengths, experience, and service offerings. ● Geographic Reach: Expand the network by having our partners' contact information and location displayed on our interactive map. By partnering with NAFG, body companies gain access to a vast pool of potential government clients seeking vehicle upfitting services. In turn, the body company helps us fulfill client needs and deliver comprehensive vehicle solutions. National Auto Fleet Group also exercises the use of inbound marketing strategies to promote our Sourcewell Vehicle contract. Our marketing department cultivates a targeted audience by maintaining a database of registered government agencies on our website and nurturing past customers who have experienced the benefits of our offerings. This allows us to deliver relevant content and resources directly to those already interested in our solutions, fostering trust and brand loyalty. Relationship building is another technique used to foster positive relations with clients to become long-term customers. NAFG team provides excellent customer service and support to encourage word of mouth referral. The positive quality of service experienced by customers has led to an increased number of sales through referrals. Our goal is to provide exemplary customer service throughout the entire purchasing process to encourage repeat business and referrals.

37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The creation of the National Auto Fleet Group app is one way to build a stronger relationship with interested buyers and empower them with the information they need. By downloading our NAFG app, clients are able to: ● Receive instant push notifications on their phones regarding new vehicle availability: Be the first to know when new vehicles arrive on the lot that match your specific needs and preferences. ● Stay informed about crucial cutoff dates: Ensure clients don't miss out on deadlines by having them conveniently delivered straight to your phone. ● View Available In-Stock Units: Scroll through a list of in stock vehicles available on our website. A specific inbound marketing tactic that can significantly boost our online presence is the development of search engine optimization (SEO). By optimizing our website for relevant keywords and user experience, we can attract more qualified visitors organically and establish NAFG as a leading name in its field. Here's how we're actively implementing SEO on the NAFG website: Rewriting the NAFG Story: ● By crafting a compelling and informative webpage that clearly defines who we are, what we do, and how we benefit our audience. ● Included relevant keywords naturally throughout the content, including product names, mission statement, and contract numbers. ● Ensured the page is concise and scannable, breaking up text with headings and bullet points. 2. On-Page Optimization Techniques: ● Title tags: Each page includes a unique and descriptive title tag, under 65 characters, that accurately reflects the content and includes relevant keywords. ● Meta descriptions: Crafting captivating meta descriptions (under 155 characters) that entice users to click and summarize the page's value proposition. ● Header tags: Structured the content with clear headings and subheadings (H1, H2, etc.) to improve readability and search engine crawlability. ● Images: Optimize image file names and alt text with relevant keywords to increase accessibility and image search ranking. ● Internal linking: Connecting related pages within the website using descriptive anchor text ● Social media: Ensure social media profiles and share buttons are linked to our pages. By implementing these actionable SEO strategies, we can significantly improve NAFG's online presence, attract more qualified leads, and establish ourselves as a thought leader in the industry. When the terms “government fleet vehicle purchasing”, “purchasing vehicles for the government”, “government vehicle purchasing”, “how do I purchase vehicles for the government”, “purchasing government fleet”, “government vehicle procurement”, “procuring vehicles for the government”,are entered in the google search button, NAFG is on the top five search results. Social media is a critical part in the way people communicate and connect with each other. Linkedin offers a variety of ways to expand our network by finding and connecting with relevant professionals in the industry. Platforms like LinkedIn offer invaluable tools for professional networking, allowing individuals to expand their network by finding and connecting with relevant professionals and industry leaders. A prime example is National Auto Fleet Group, which effectively utilizes LinkedIn to reach out to current and potential members through personalized messages, fostering stronger relationships and community engagement. Beyond professional connections, social media serves as a powerful bridge between individuals and their governing bodies. By following government pages on Instagram and Twitter, government municipalities can gain valuable insights into pressing issues and important announcements
38	In your view, what is Sourcewell’s role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell is a trusted brand that government entities can rely on to provide a wide variety of products and services. They aim to simplify the procurement process of government entities. The Sourcewell brand integrates a thorough documentation review of all vendors prior to awarding their cooperative contract to ensure products and services are from reputable vendors. The brand provides a sense of showing legitimacy and verification of our company name and members understand that products and services provided are from reputable vendors. Clients recognize the Sourcewell brand and their vendors as a trusted source that will meet their needs. The main selling point of the brand is the elimination of the need to go out to bid. Sourcewell has done the bidding for the government entities which simplifies the purchasing process. This process not only saves money but valuable time as well. Sourcewell has provided NAFG overwhelming opportunities to work with government agencies across the United States. The Sourcewell name represents a high standard of integrity and ethics and we are proud to be part of this dynamic. Sourcewell members have access to a contract that is more flexible than the standard bidding process. Sourcewell is an organization that aids government entities to stay competitive without the frustrations and issues involved with the traditional bidding process. The Sourcewell contract can be also customized to meet the needs of the client. The sales team has incorporated not only this standard of integrity in their sales practice by ensuring clients we will always assist them with their vehicle purchasing needs. The cost savings and stress free nature of the cooperative contracts favors that of the traditional bidding process. It enables vendors to work with qualifying government entities in a more efficient manner. We vow to maintain these levels of standards across the board throughout all departments within National Auto Fleet Group Sourcewell isn't just a trusted brand; it's a comprehensive solution for government procurement. From vehicles and food to technology and administrative services, they offer a diverse range of high-quality products and services. Partnering with pre-vetted vendors ensures reliability and peace of mind. The flexibility of Sourcewell contracts allows us to tailor our services to a specific need, unlike the one-size-fits-all approach of typical bidding. Government agencies across the United States, like NAFG, have utilized Sourcewell to procure their needs efficiently.

39	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.	Our website provides a hands-on empowering approach to ordering vehicles online. Clients can search through many vehicle makes and models with the ability to customize a vehicle tailored to the specific needs of their agency. A personalized quote with pricing can be available in as little as 5 minus depending on the complexity of the vehicle. If upfitting is needed, a sales representative can be reached through phone, email, live chat or noted on the self-quoting online system. Once a customized quote is built, clients have the option to finalize the sales transaction by submitting a purchase order to our sales team via email. This gives complete autonomy to the client to purchase vehicles without the need to speak to a sales rep. If assistance is needed, they can contact sales through email, live chat or phone. If support is required to build a quote, our sales reps are available to assist the client step by step. Once the vehicle is built to the client's needs, government agencies are also able to upload a purchase order from their account to purchase a vehicle. NAFG will then process the purchase order and place the vehicle on order with the manufacturer. Government agencies are also able to track the status of their order using the ETA tracking available on the NAFG website. Our website puts the power to order vehicles directly in your hands, with a user-friendly approach that empowers government agencies to choose the perfect solution for their needs. Browse through a comprehensive selection of vehicle makes and models, or customize your ideal vehicle with features tailored to your specific requirements. Get a personalized quote with upfront pricing in as little as 5 minutes, depending on the complexity of your chosen vehicle. Upfitting needed? No problem! Reach out to our dedicated sales team via phone, email, live chat, or simply mention your requirements directly in the self-quoting system. Once a government municipality is ready to purchase, they can simply submit a purchase order through their online account. We offer complete autonomy, allowing buyers to acquire vehicles without needing to speak directly to a sales representative. However, our expert team is always available to assist if they need a helping hand. Our assistance is available via email, live chat, or phone – For government agencies, the process is streamlined even further. They are able to stay informed throughout the entire journey with our convenient ETA tracking system, accessible right on the NAFG website. Experience the convenience and control of online vehicle ordering for government agencies with NAFG. Visit our website today and empower your agency to acquire the perfect vehicle solution. As of today, National Auto Fleet Group has over 8000 members registered on our website and 2400 customers buying from us. *

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	NAFG extends any and all Service Training Programs provided by the Manufacturer. Many of the programs offered are quoted individually by the manufacture based on class size and region of the country. NAFG will pass these quotes onto the member at NAFG cost. *
41	Describe any technological advances that your proposed products or services offer.	With world leaders in chassis technology like Ford Motor Company, General Motor's and MACK Truck which the member automatically gets the benefit of the latest up to date technology NAFG offers our dealer body to the members for the most leading up to date information. *
42	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.	NAFG has Partnered to create a 400 US Mayor Drive Climate Mayor Purchasing Collaborative www.Driveevfleet.org to help spread the benefit of members going 100% green. We have 100% Pure Electric vehicles to offer such as the Chevrolet Bolt and Ford Fusion, which are all predecessors to the All New Ford Electric F-150. We are certain over the next few years, Ford and many other manufacturers will be making available 100% pure electric cab chassis for members to select from. *
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Ford Motor Company and General Motors just to name 2 of the 15 OEM's we are representing have leading edge certifications and rating which provide them the ability to offer there products nationwide. *
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	We hold a Minority Certification through the California Clearing House Authorization *
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	NAFG's dedication to the member. NAFG has built its division solely for the purpose of serving the members experience from our 24-hour member website or website improvements and capabilities to thinking outside the box to help a member find a solution. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	We have attached all Warranty information provided by all 15 manufacturers offered in our proposal as an added attachment.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Each manufacturer have there own usage restrictions that a member should be aware of. Such an improper use of a chassis may not allow it to be covered under warranty. For example, a F-250 being used for a police rated pursuit vehicle would void certain warranties. We encourage for each member to contact us for there particular warranty coverage.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes, in some cases of a breakdown event, manufacturers would tow your vehicle to there nearest warranty repair facility.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Each manufacture is different, and we encourage prior to purchasing a product to call in and ask about your specific region and how it's covered.	*
50	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?	All warranties are passed on to the original equipment manufacturer.	*
51	What are your proposed exchange and return programs and policies?	We offer no exchange, return programs or policies. Once an order is in production with the factory and NAFG can not cancel the order after trying to cancel with the manufacturer, then the order is non-cancellable.	*
52	Describe any service contract options for the items included in your proposal.	We offer any and all manufacturer service contracts to all members. There are several parameters which a customized service contract can be created. NAFG will treat each of these as an added factory option and follow the same discount schedule in the price file.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 20, with a 10-day grace period.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	NAFG has partnered with National Cooperative Leasing to offer Sourcewell Contract Lease Terms to all NAFG Quotes for all Sourcewell Members. We have attached a PDF called "NCL Sample Lease" in the Zip File Called "Member Walk Through"	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	We attached our Standard Documents that all member would see in a typical transaction. Starting with all quotes which contain there unique Quote ID on the top of each quote. A member can then call and help us identify which quote they are inquiring within so we can help hem quicker. Each quote has its list of standard equipment and selected equipment the member has chosen for themselves. Followed by the contract discount on each cover page so the member can easily see there Sourcewell saving. A sample transaction has been attached.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Yes, up to $ 2,500 per vehicle, any amount higher than $ 2,500 would carry a P-card/ Credit Card transaction fee which will be passed onto the member.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	NAFG is offering Line Item Discounts Off MSRP for 15 manufacturers detailed in the Price File, NAFG is offering all Upfits to be added to any and all chassis cabs and trucks, details are on the Summary Page in the price file.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Each Manufacture Product Range is detailed in the tabs below, here is an overview Ford Motor Company from 1.16% to 6.00% RAM Stallantis Company from 4.13% to 4.14% Chevrolet from 6.83% to 6.92% Autocar at 9.00% ISUZU at 5.00% Volvo at 12.00% Freightliner from 4.76% to 15.15% Western Star from 15.00% to 20.00% MACK from 3.00% to 26.36% Kenworth from 13.83% to 32.80% Peterbilt from 10.27% to 31.56% Battle Motors at 25.00% RIZO from 38.25% to 38.46% REE at 7.00% Bollinger Motors at 5.50% Upfits can be added at dealer invoice up to 20%, detailed in the price file.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We encourage any and all members to contact us if considering ordering 100 at time of order or more units for an additional discount quote.	*
60	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.	Open Market products or Sourced Goods will be treated as any upfit and may be quoted up to a 20% mark-up if applicable.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All considerations have been taken into account in the price file in its entirety. Price Summary Page and Price Tabs contain all costs associated with all quotes. If a member would like a quote for a particular situation and the item needed special training or installation, these charges would be added as part of the upfit and included in the members quote.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All manufacturers charge a standardized “Factory Destination Charge” which is displayed on all window stickers and on all trucks on a dealer’s lot. This is not the needed destination charge that maybe charged to then ship a chassis to and from an installer, these subsequent movements are all added freight charges and will displayed on the members quote.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight to these regions carry a specific logistical barrier which carry added cost such as ferry, port and driver cost both to and from the mainland. These added costs will be disclosed and added to any quote for the member to review.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	NAFG will utilize the power and expertise of the already established Automobile Franchise Distribution Network to have members vehicles delivered promptly there destination.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	NAFG Offers Members of Sourcewell the very best selection and service for the overall best value we can offer.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	We have created a member friendly to build and price there chassis cabs on, the pricing is built directly into the website and is loaded daily by the manufacture MSRP information. Our system will provide an accurate quote 99.99% of the time. We have stream lined how our admin fee is processed to allow a quick 15-30 day turn around on quarterly reports.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	We have internal charts that track how many members we are serving per month and what regions we need to market into to raise awareness of Sourcewell and our contract. We also track how many vehicles we deliver to members to see if our volume is picking up or where the current market is at as it does fluctuate.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our Admin Fee has been streamlined to allow for growth to occur with maintaining a high level of accuracy and reporting. Our proposed admin fee would follow these guidelines: Flat $ 400 per unit for all units excluding Alan Jay Automotive Network in Florida Units sold through Alan Jay Automotive Network in Florida will have a$ 200 flat	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	15 Manufacturers totaling 200 makes and models ranging from Class 4 to Class 8 Cab an Chassis and trucks. With available Upfits to be added ranging from tool boxes to Line Mechanics Bodies. Any and all upfits can be added to our chassis cabs either by our upfit partner supplier or by a members upfit supplier working with NAFG to provide a Turn Key Quote.	*
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	NAFG Lists all makes and models in each ZIP file under ZIP File “All 15 Manufacturers” representing a combined hundred’s makes and model/engine combinations for members to choose from along with a subtitle “Upfits” detailed in the price file.	
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Leading materials are used by the OEM's daily to safely supply all members with the best on the market place for each OEM.	
73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Each OEM has there own unique attribute that all cater and serve the members.	

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
75	Class 5 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class.	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	All 15 Manufactures are listed in the price file, along with each OEM's product offering for this class. All upfitting is available and outlined in the pricing summary.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ○ No		*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ○ No		*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	○ Yes ○ No		*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	○ Yes ○ No		*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	○ Yes ○ No		*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No		

Table 17: Exceptions to Terms, Conditions, or Specifications Form

Line Item 86. NOTICE: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the "Bid Documents" section. Proposer must upload the redline in the "Requested Exceptions" upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	○ Yes ◉ No

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - NAFG Price File 032824.zip - Wednesday March 27, 2024 16:08:51
- Financial Strength and Stability - Financial Strength and Market Stability 032824.zip - Tuesday March 26, 2024 21:32:50
- Marketing Plan/Samples - 032824 NAFG Marketing Plan.zip - Tuesday March 26, 2024 21:30:53
- WMBE/MBE/SBE or Related Certificates - Insurance and Realted Certificated 032824.zip - Tuesday March 26, 2024 21:33:17
- Warranty Information - Warranty Information 032824.zip - Tuesday March 26, 2024 21:42:37
- Standard Transaction Document Samples - 032824 Standard Transaction Document.zip - Wednesday March 27, 2024 13:28:58
- Requested Exceptions (optional)
- Upload Additional Document - 032824 Uploaded ALL 15 MANUFACTURED MODEL's and ELECTIRC SPEC's.zip - Wednesday March 27, 2024 01:25:13

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Jesse Cooper, National Fleet Manager, 72 Hour LLC, DBA National Auto Fleet Group

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

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Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Kenworth Truck Company, a Division of PACCAR Inc., 10630 NE 38th Place, Kirkland, WA 98033 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship pursuant to the express vehicle warranty and extended warranties provided with all Supplier's vehicles. Supplier does not warrant or accept responsibility or liability for any parts separately warrantied, for example, body installations, or engines not manufactured by Supplier (which carry a separate manufacturer's warranty). In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that that is effective past the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

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approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

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A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

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7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, to the extent arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and

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promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference. If required to file compliance reports, Supplier will provide AAP and EEO1 reports only.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to

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the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal

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awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Kenworth Truck Company, a Division of PACCAR Inc.
By: DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	By: DocuSigned by: Mike Kleespies 0B8F148A584040E...
Jeremy Schwartz	Mike Kleespies
Title: Chief Procurement Officer	Title: Director of Medium Duty Trucks
Date: 7/5/2024 | 12:34 PM CDT	Date: 7/5/2024 | 11:39 AM CDT

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Kenworth Truck Company, Division of PACCAR Inc.
Address:	10630 N.E. 38th Place Kirkland, Washington 98033
Contact:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Phone:	813-455-1248
HST#:	916029712

Submission Details

Created On:	Thursday February 08, 2024 07:49:32
Submitted On:	Wednesday March 27, 2024 19:02:51
Submitted By:	Mike Kleespies
Email:	mike.kleespies@paccar.com
Transaction #:	77c3c738-7a00-4503-bb36-6ac47b3d756d
Submitter's IP Address:	208.127.93.240

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Kenworth Truck Company, a Division of PACCAR Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Kenworth Truck Company or PACCAR Inc. controlled subsidiary entities are: - Paccar Parts and 13 parts distribution centers with over 1.4 million commercial parts available and sold through all Kenworth dealer, TRP stores, or the Online Parts Counter site available 24/7 365 days a year. - Paccar Financial & Paccar Financial Used Truck Centers - Paclease Kenworth contracted dealers, and supplementary companies such as body companies and their distributors, are included in this offer and required in order to provide participating members a complete vehicle solution. - All Kenworth contracted dealers throughout the United States and Canada (See uploaded file for current list of 480 Kenworth dealers and locations) - All truck body and equipment manufacturers, distributors, and service providers in the United States and Canada. The Thomas Register (www.thomasnet.com) lists more than 500,000 entities that supply bodies, equipment and services that Kenworth dealers will partner with to provide complete vehicle solutions.	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Kenworth Truck Company Kenworth Truck Co. Kenworth Parts Paccar Financial Paclease PACCAR	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	33323	*
5	Proposer Physical Address:	Kenworth Truck Company 10630 NE 38th PL Kirkland, WA 98033	*
6	Proposer website address (or addresses):	www.kenworth.com www.parts.kenworth.com www.partsandservice.kenworth.com www.paccarparts.com www.paccarfinancial.com www.paccarusedtrucks.com www.paclease.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Mike Kleespies Director of Medium Duty Trucks 10630 NE 38th PL Kirkland, WA 98033 mike.kleespies@paccar.com (813) 455-1248	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	For Kenworth PACCAR Parts: Vinita Nair Senior Fleet Sales Manager 750 Houser Way N Renton, WA 98057 vinita.nair@paccar.com (525) 269-5492 Alternate for Kenworth New Trucks: Ryan Breezee Vocational Fleet Manager 10630 NE 38th PL Kirkland, WA 98033 ryan.breezee@paccar.com (425) 518-0000	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	The Kent and Worthington family starting building trucks in 1915 and formed Kenworth in 1923. In 1944, PACCAR purchased Kenworth Trucks. Kenworth Truck Company is a Division of PACCAR Inc. The Kenworth mission is to engineer, manufacture, and market "THE WORLD'S BEST" trucks and services. We will accomplish our mission through commitment to employee development, agile business processes, and unsurpassed customer satisfaction. Our vehicles will be first in technology and best in class as defined by the top outside rating agencies. CORE VALUES: • Our People – Encourage a culture that values and empowers employees through open communication, integrity and teamwork. Provide a safe environment for employees to work and grow. • Our Product – Lead the industry in technologically advanced products and services while maintaining the Kenworth reputation as a custom, high quality, premium value vehicle. • Our Business – Operate according to sound business principles, guided by strong ethics to achieve profit and performance goals. Enhance Kenworth's reputation as a leader within the industry and in our communities. • Our Customers – Enable the success of dealers and customers by understanding their unique requirements and by providing reliable, innovative custom products and services. • Our Partners – Create an environment that encourages cooperation between PACCAR divisions to capitalize on individual strengths while maintaining brand identity. Foster supplier relationships to ensure mutual value and success.	*
11	What are your company's expectations in the event of an award?	Similar to what we're doing now with the current class 4 through 8 chassis award. We will continue to engage the entire Kenworth dealer network throughout the United States and Canada to work with members and offer the entire lineup of Kenworth brand commercial trucks, Battery Electric Vehicles, Hydrogen Fuel Cell Electric Vehicles, with any type of truck related equipment, transportation, finance and lease, and maintenance and repair parts solutions that meet members specific fleet needs.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PACCAR Inc. has enjoyed over 100 years of superior performance with a positive net profit over the past 85 consecutive years. PACCAR achieved record revenue in 2023 of $35.13 billion and net income of $4.6 billion. PACCAR has paid a yearly dividend since 1941.PACCAR has an A+/A1 Credit Rating. The 2023 annual report is uploaded in supporting documents. Highlights of PACCAR's financial results during 2023 include: • Record consolidated revenues of $35.13 billion. • Record net income of $4.60 billion. • Record After-tax return on revenues of 13.1%. • Record PACCAR Parts revenue of $6.41 billion. • Record PACCAR Parts pretax income of $1.70 billion. • Record Financial Services assets of $20.96 billion. • Financial Services pretax income of $540.3 million. • Cash provided by operations of $4.19 billion. • Record dividends declared of $2.23 billion. • Medium-term note issuances of $2.91 billion. • PACCAR invested $1.11 billion in capital projects and research and development. • Stockholders' equity of $15.88 billion.	*
13	What is your US market share for the solutions that you are proposing?	Kenworth had US 2023 year end overall class 8 market share of 14.7% / 39,269 trucks. Kenworth had US 2023 year end class 6 and 7 market share of 6.6% / 6,620 trucks.	*
14	What is your Canadian market share for the solutions that you are proposing?	Kenworth had Canada 2023 year end class 8 market share of 15.8% / 4,782 trucks. Kenworth had Canada 2023 year end class 6 and 7 market share of 7.9% / 453 trucks.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Paccar and Kenworth Division have never filed for bankruptcy protection.	*
16	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), 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, 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?	Kenworth Truck Company falls under category (b). Kenworth is a truck manufacturer with a dealer network throughout all 50 United States and all Providences of Canada. The more than 480 dealer locations provide all of Kenworth's products and services to end users. The primary sales force is through our independently owned and contracted dealers located throughout the all 50 United States and and territories as well as all Providences in Canada. Our contracted dealers sell and service Kenworth brand commercial trucks in the class 5, 6, 7 and 8 weight categories including full battery electric vehicles in class 6, 7 and 8 as well as hydrogen fuel cell electric vehicles in class 8. Kenworth dealers will prepare the complete vehicle solutions for the members, order truck chassis and all necessary bodies and equipment, provide training and finance solutions, and any other services needed to deliver a high quality and complete vehicles solution. In addition, Kenworth employs approximately 65 field sales personnel located throughout the U.S. and Canada that support dealer sales personnel in preparing vehicle quotes, offers, delivery, and after sales support to assist in meeting end user needs. These individuals are employees of Kenworth Truck Company.	*
17	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.	All Kenworth Company sales representatives have up to date state licenses, if state required. All contracted dealers and third-party body companies have the required state dealer licenses and certifications as required by the applicable state and local laws.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Paccar nor Kenworth Truck Division have never experienced a "Suspension or Debarment". Additionally, we have no knowledge of any of our contracted dealers to have experiences a "Suspension or Debarment" in the past.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	- 2019 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Honored as Top Workplace for Women in Transportation - 2021 Kenworth Honored as Top Workplace for Women in Transportation - 2022 Kenworth Honored as Top Workplace for Women in Transportation - 2023 Kenworth Honored as Top Workplace for Women in Transportation - 2020 Kenworth Chillicothe receives Two Manufacturing Leadership Award in Operational Excellence. - 2021 Kenworth Chillicothe and Renton Assembly Plants receive Manufacturing Leadership Awards in Engineering and Production Technology. - 2020 Kenworth Chillicothe plant earns Gold Encouraging Environment Excellence Award - 2021 Kenworth Chillicothe plant earns Platinum Encouraging Environmental Excellence Award. - 2022 Kenworth receives Clean Energy Award - 2022 Kenworth Chillicothe and Renton Plants receive Three Manufacturing Leadership Awards - 2020 Paccar St. Therese Plant receives Manufacturing Leadership Award. *
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 6% of Kenworth overall sales have gone to the governmental sector in the past 3 years. *
21	What percentage of your sales are to the education sector in the past three years	Less than 1% of Kenworth overall sales have gone to the education sector in the past 3 years. *
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth has held two consecutive Sourcewell contracts for commercial trucks since 2016. This is the only contract Kenworth is engaged in directly and produces annual volume approximately 250 to 300 new trucks. All other state or cooperative purchasing contracts are held with various Kenworth dealers throughout the United States and Canada. Some of the known dealer contracts are: - Florida Sheriffs Association with annual volume approximately 60 to 70 trucks. - Texas Buy Board with annual volume approximately 20 to 50 trucks. *
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Kenworth does not have any GSA contracts or SOSA directly. A GSA contract is held by our Kenworth dealer in Baltimore with approximate annual sales of 15 to 50 trucks. *

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Jefferson County	Charles Tyler	205-743-9481 *
City of Decatur	Daniel Boutwell	706-266-3955 *
City of Birmingham	Cedrick Roberts	205-329-1933 *

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *
Jefferson County	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	33 trucks	$4,986,687.00 *
City of Huntsville	Government	Alabama - AL	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	14 trucks	$3,142,090.00 *
Clark County	Government	Nevada - NV	Medium duty and heavy duty trucks placed in service. Multiple class 6,7 and 8 truck models and multiple truck body types.	11 trucks	$2,466,455.00 *
Ventura County	Government	California - CA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	10 trucks	$1,877,577.00 *
City of Spokane	Government	Washington - WA	Medium duty and heavy duty trucks placed in service. Multiple class 7 and 8 truck models and multiple truck body types.	6 trucks	$1,505,325.00 *

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	The Kenworth Sales Force consists of roughly 1,660 dealer sales executives, sales managers, sales representatives, and other sales administrative personnel through 480 plus dealership locations in all 50 United States and all Providences in Canada. Nearly all Kenworth dealers currently conduct some level of sales to Sourcewell participating agencies through the current Kenworth contract or through direct bidding. All truck salespeople at Kenworth dealers are trained and engaged daily in developing commercial vehicle solutions for end users. They custom design the truck specifications needed to meet the customer's needs including truck bodies and other equipment needed to offer a comprehensive quote. The dealer sales force is responsible for quoting, negotiating terms, ordering, delivering and any follow up services required to fulfill the participating agency's needs. Supporting the dealer sales personnel are more than 50 Kenworth Truck Company field personnel throughout U.S. and Canada that work closely with dealer sales personnel to provide guidance, expertise, engineering support and the overall highest level of responsiveness and customer satisfaction.	*
27	Dealer network or other distribution methods.	The Kenworth dealer network consists of 480 plus locations across U.S and Canada. A list of dealer location is uploaded to supporting documents. A Kenworth dealer locator is also available online at www.kenworth.com/dealers.	*
28	Service force.	Kenworth Dealer Parts and Service departments – After sale warranty, parts, maintenance and repair service is provided and managed through the 480 plus Kenworth dealer locations. Each dealership service and parts department has highly trained individuals to support maintenance, repair and parts needs. Overall dealership service department statistics currently are: 6,151 Truck Service Bays (includes mechanical stalls, LNG/CNG stalls & BEV stalls) 5,511 Service Technicians 611 Mobile Service Units In addition, Kenworth Truck Company employs a field support group to assist dealers as needed to meet all participating agency needs.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All quotes, ordering, delivery and training will be managed by our dealer salesforce and supported by the Kenworth field sales organization. Dealer sales personnel will quote and establish pricing based on the Kenworth Contract requirements and order truck chassis, truck bodies, and other equipment as needed to provide a complete vehicle solution. Orders are placed electronically by dealers to the Kenworth factory using the same system used for specing and establishing the list price, aka MSRP, needed to determine the contract not to exceed sale price. Dealer orders for participating agencies will include a special tracking code designating the truck or tractor is being ordered in accordance will all of the Sourcewell contract requirements.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Kenworth dealers have established processes and procedures to promptly address customer service needs regarding vehicle maintenance and repairs. These dealers aim to adhere to specific guidelines to ensure superior customer service levels. Dealerships are mandated to employ trained technicians, extend their operational hours, and utilize an express lane bay for swift diagnostics. Kenworth's PremierCare Gold Certification requires dealers to meet specific criteria and standards. The PremierCare Gold Certified dealer network is dedicated to enhancing productivity through expedited diagnostics, exceptional service, mobile roadside assistance, and access to premium driver's lounge. ---- The PremierCare Expresslane service offers a professional diagnosis and a repair time and cost estimate within two hours. Each Kenworth PremierCare Gold Certified dealership has dedicated Expresslane technicians to ensure this rapid diagnosis. ---- Dealerships certified as PremierCare Gold provide factory-certified technicians who have advanced engine training and immediate access to a comprehensive inventory of quality parts, facilitating efficient service solutions. Additionally, these locations offer extended service hours on evenings and weekends. TruckTech+ professionals utilize Kenworth's TruckTech+ remote diagnostics system to pre-diagnose issues before the truck reaches the dealership. ---- Kenworth's PremierCare Roadside Assistance is available 24/7, year-round, across North America. By calling 1-800-KW-ASSIST, customers can connect with a skilled Kenworth truck specialist who coordinates emergency service and unplanned repairs, schedules preventative maintenance, and accelerates parts ordering. In case of a roadside breakdown, PremierCare at 1-800-KW-ASSIST identifies the nearest certified dealer, arranges towing if necessary, schedules service, and monitors the repair until completion. This service assists in managing breakdowns, warranties, and payments, if applicable. - Kenworth's TruckTech+ is an onboard/mobile diagnostic tool giving customers the ability to monitor their fleet's health and locate the nearest dealer. This system is evolving to also inform customers about parts availability and the nearest dealer's service entry time. - The Kenworth Customer Satisfaction Process (KCSS) is a program used by Kenworth to gather customer feedback on product and service experiences. Customers are contacted, and any unresolved issues are addressed promptly. Many Kenworth dealers also implement their own internal customer satisfaction standards and practices.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through our extensive Kenworth dealer network in the United States including Alaska and Hawaii. Agency demand for our trucks is strong and we've successfully grown the volume year over year and delivered the highest quality trucks to participating agencies over the past two contracts.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	The entire Kenworth commercial truck product line and truck parts are offered to all participating agencies through the Kenworth Canadian dealer network covering all of Canada. Interest for Kenworth trucks has grown through the Canoe network as seen through increased quote activity, truck orders and deliveries over the past contract. This will continue to be a focus of growth for our Canada dealers.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All United States and Canadian areas will be fully served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	All participating agencies in all sectors will be fully served.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions apply. Kenworth dealers will manage all shipping and delivery requirements needed to support participating agencies in those areas.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary strategy for promoting the contract involves leveraging our vast dealership network and approximately 1,660 dealer sales executives, sales managers, and sales representatives calling on and visiting municipal agencies. We have implemented a Sourcewell support program and online training modules accessible to all Kenworth dealers via our primary internal website. Nearly all of our dealers are actively engaged in promoting and selling the benefits of Sourcewell contract. Dealer promotion of the contract is through various means such as personal outreach, distributing flyers, hosting open house events, and utilizing additional printed materials. A professional brochure was developed specific for the Sourcewell contract and is being updated to include the latest models and battery electric vehicles. Examples have been uploaded in the supporting documents. Kenworth is committed to the ongoing development of marketing materials. The Sourcewell contract is actively promoted at national trade shows as well as local or regional trade shows in which the local dealership supports. Kenworth and dealers use the Sourcewell promotional materials available such as the "Awarded Contract" flags and giveaway items. Many dealers also participate in regional exhibitions specifically targeting the government and municipal sectors. We support and encourage dealer participation and assist with the dealers' creation of their own promotional materials for distribution and display at these events. Kenworth public relations department distributes national press release to the media to announce the Sourcewell contract, a practice we intend to maintain. Additionally, the Kenworth PR Department conducts customer testimonials and key purchases, such as the King County Battery Electric Order, and released to the national media. A sampling of a past press release is uploaded.
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	The Kenworth Truck Company's website serves as the primary source for information on all its models and provides a comprehensive directory of all Kenworth dealers. In addition to our website, we actively engage with our audience through various social media platforms, including Facebook, Twitter, and LinkedIn. Our dealer network also leverages these digital tools to promote involvement with the Sourcewell contract and to communicate announcements related to customer procurement through this contract. Over the next several years, Kenworth Truck Company plans to significantly increase our social media presence, with a particular focus on content related to Sourcewell. Furthermore, Kenworth maintains a YouTube channel offering valuable content about our models and featuring customer testimonials. We also offer a mobile app, enabling users to conveniently access information on Kenworth models and locate dealer facilities using their smartphones.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell's main role in promoting this contract will be to make it as easy as possible for agencies to find the appropriate equipment, parts, and truck related services through the various online resources available - primarily the main sourcewell-mn.gov website. Additionally, the training for dealer salespeople through in person courses, webcasts, or personal visits that Sourcewell personnel, such as those conducted in the past, are key to continually promoting the use of the contract. The training about the benefits and continual development of how to approach, listen and respond to agency needs is key to helping dealer salespeople develop the strong trusting relationship with their local agencies. Every day a Kenworth dealer someplace in the United State and Canada is working with an agency or potential participating agency to quote equipment to meet a specific need. We have already integrated the process to quote complete vehicle solutions to agencies under the awarded contract. The additional lead generating online process that Sourcewell has implemented has only enhanced and provides a means to help promote and connect agencies to Kenworth dealers. The process we deploy is similar to the normal sales process and is constantly being refined to provide agencies superior service and responsiveness.
39	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.	Because of their custom nature, Kenworth trucks cannot be ordered through an e-procurement process. Trucks are exclusively available for purchase through Kenworth dealers. However, parts can be easily obtained through our industry-leading eCommerce tool, Online Parts Counter (OPC). Participating agencies will have access to over 1.4 million parts, available for order 24/7 from any location. This tool boasts mobile-friendly designs, advanced search and filtering options, alternative parts suggestions, and comprehensive product details.

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Kenworth dealers provide on-site product training, maintenance/service training, and various other courses tailored to the municipal/vocational truck market as needed upon delivery of the vehicle. When dealing with specialized bodies, vendor-specific representatives are usually engaged to offer operator instructions and address related queries. Additional operator training and/or maintenance and repair training conducted as a training event are provided to a group of individuals upon request. The associated costs for such training will be agreed upon mutually between the Kenworth dealer and the requesting member.
41	Describe any technological advances that your proposed products or services offer.	Bendix Wingman and Meritor's OnGuard collision mitigation systems enhance driver safety through active braking and collision avoidance mechanisms utilizing forward-looking radar and windshield-mounted cameras. These systems also incorporate lane-keeping technology, side object detection, adaptive cruise control, and electronic stability control to prevent rollovers. High-Intensity Discharge (HID) headlights and LED headlights offer superior lighting capabilities. LEDs provide excellent wide-range/close-range lighting, while HIDs ensure optimal forward visibility. Zinc-coated frame rails and crossmembers reduce corrosion throughout the truck's lifespan. Additionally, through special request galvanized frame rails may also be available for certain applications. Kenworth's Digital Display features fully digital instrumentation, providing drivers with all necessary operational information. It can be configured to display as much or as little content as desired. TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. - The optional Kenworth Nav-Plus infotainment system provides GPS navigation, cell phone (and future Apple Carplay) capabilities, vehicle monitoring including virtual gauges, rear camera display when connected to 3rd party cameras, voice recognition and control, bluetooth connections and WiFi capability all through a seven inch color touch screen display. The display is available in English, Spanish and French Canadian languages.
42	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.	PACCAR, the parent company of Kenworth, has invested more than $7.8 billion in the past decade to enhance environmentally friendly practices in manufacturing and distribution, develop new vehicle models, and pioneer innovative technologies. Kenworth's facilities in Renton, Washington; Chillicothe, Ohio; and Ste. Therese, Quebec have earned the esteemed ISO 14001 certification. This certification acknowledges their effective environmental management systems, which are designed to support the environmentally sustainable production of trucks. Furthermore, 80% of PACCAR's manufacturing sites have achieved "zero waste to landfill" status. This has been accomplished through recycling, the use of reusable containers, and the composting of food and paper waste. Kenworth is also committed to reducing water usage through recycling initiatives, minimizing paint waste with robotic painting systems, and conserving energy through the adoption of new technologies. For example, Kenworth utilizes regenerative dynamometers that capture electricity during vehicle testing. It its product lineup, Kenworth currently offers battery electric vehicles (BEVs) and a comprehensive range of CNG and LNG engines for class 6,7, and 8 vehicles. Additionally, Kenworth plans to introduce a hydrogen fuel cell/electric class 8 vehicle. This configuration will be available and added to this contract at a future date that has yet to be determined.
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Kenworth offers a comprehensive range of engines, all of which either meet or exceed the stringent emissions standards set by the Environmental Protection Agency (EPA) and the California Air Resources Board (CARB). Our commitment to environmental responsibility extends beyond just our engines. All Kenworth manufacturing plants are ISO14001 certified, ensuring that our production processes adhere to the highest environmental standards. In recognition of our dedication to sustainability, Kenworth has previously been honored with the Environmental Protection Agency's Clean Air Excellence award. This accolade underscores our ongoing efforts to develop and produce environmentally friendly products. We continuously strive to advance our technologies to reduce greenhouse gas emissions, offering truck models with zero and near-zero emissions. While it's no longer mandatory, we still offer a selection of Kenworth models that are SmartWay Certified. This certification, granted by the EPA SmartWay Transport Partnership, reflects our commitment to collaborating with the freight industry to enhance energy efficiency and diminish emissions.
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Since 2018, PACCAR has been recognized by the Women in Trucking Association (WIT) as a "Top Company for Women to Work for in Transportation." The Women in Trucking Association is an organization dedicated to promoting diversity and inclusion, with initiatives designed to foster success and provide opportunities for all. Women in Trucking Press Release uploaded. Furthermore, there are two recognized WMBE Kenworth dealerships: Kenworth of Louisiana, led by Jodie Teuton, and Rihm Kenworth, led by Kari Rihm.
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Kenworth specializes in the manufacture of superior-quality, highly customized commercial vehicles ranging from class 5 to class 8. We prioritize the production of high-quality, long-lasting, and extremely durable vehicles, offering customizable cab and chassis options to align with specific truck-related equipment needs. Our services include providing customizable frame layouts, enabling customers or truck equipment manufacturers to specify the placement of frame-mounted equipment to precisely match a specific body type. Additionally, Kenworth offers a range of commercial trucks designed to support sustainability objectives. Our selection includes vehicles equipped with natural gas engines, fully electric medium-duty and heavy-duty drivetrains, and upcoming models powered by hydrogen fuel cell technology. Headquartered in the Pacific Northwest of the United States, Kenworth has a century-long history of leveraging the latest technology to engineer efficient trucks. Our commitment to delivering transportation solutions that meet our customers' needs continues to drive our innovation today.

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Yes, the Kenworth warranty covers our products parts and labor. Details regarding standard and extended warranty schedules are included in the uploaded documents. The coverage of warranties for Kenworth products varies depending on the specific model and components chosen. While Kenworth provides warranties that parts and labor for its products, some components may be covered by their respective manufacturers. For instance, Cummins engines come with a Cummins warranty, and warranty services for these engines are performed at Kenworth dealerships, with claims directly processed through Cummins. Similarly, Allison transmissions are covered by an Allison warranty. If a Kenworth dealer is not an authorized Allison warranty service provider, they would usually coordinate with a local authorized Allison repair center for any necessary repairs. Additionally, any add-on bodies or other truck-related equipment are covered by the warranties of their respective suppliers. Dealers generally collaborate with these suppliers to facilitate warranty repairs through the appropriate subcontractors.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	If a Kenworth truck is used in what is defined as a sever service application, a specific standard warranty is defined separately for units that fall into this category. Severe service definition and the specific warranty is included in the warranty documents uploaded. A Vehicle Warranty Quick Reference Guide has been uploaded to help further define.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Every breakdown scenario is unique. Kenworth dealers are equipped with the training to make critical decisions required to ascertain the best approach to rectify a warrantable breakdown. Should the breakdown occur within the initial 6 months, or 100,000 miles, and the dealer possesses the necessary resources and capability, and concludes that dispatching a technician for a road call is the most suitable solution, then the dealer will receive reimbursement for such calls under a Kenworth warranty repair.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Kenworth has more than 450 authorized dealers situated across all states of the U.S. and throughout Canada. You can easily find these locations by using the dealer locator tool on www.kenworth.com. It's important to note that for warranty repairs on Kenworth products, they must be carried out by an authorized Kenworth dealer. However, it's also worth mentioning that some warrantable repairs on specific components may be conducted by any authorized location that deals with that component make. Kenworth ensures that Sourcewell participating entities in the United States and Canada receive comprehensive warranty service. All warranty claims will be honored in line with the Kenworth Warranty Agreement applicable at the time of the initial purchase. Furthermore, warranty repairs will be executed following Kenworth's detailed policies and procedures, regardless of whether the truck was purchased from the servicing dealer. Kenworth is dedicated to maintaining the highest standard of service in fulfilling your warranty requirements.	*
50	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?	Items manufactured by other companies, such as bodies and additional equipment, are covered by the warranties provided by those specific manufacturers or service providers. The Kenworth dealer will help coordinate or perform the warrantable repair of the add on equipment and manage the claim with the appropriate entity. For items installed by the Kenworth factory but warranted by the component manufacturer, the repairs, when conducted at a Kenworth dealer, are processed through Kenworth Truck Company and then forwarded to the original manufacturer.	*
51	What are your proposed exchange and return programs and policies?	Since each Kenworth truck is custom-built to meet the specific requirements of the purchaser, we do not offer a standard exchange or return program. Any exceptions to this policy are subject to the judgement and approval of the selling Kenworth dealer.	*
52	Describe any service contract options for the items included in your proposal.	Service contract options would be managed through the Kenworth dealer network. Most dealers provide service contracts offering a range of options such as preventative maintenance, towing service, DOT inspections, tire exchange programs, oil analysis, and winter preparation. Service contracts directly through the Kenworth Truck Company are exclusively available through Kenworth's company-owned lease operations, PacLease. PacLease, a division of PACCAR Inc., offers full maintenance leases, rental units, contract maintenance, and other fleet services as part of a comprehensive vehicle solution tailored to meet the needs of its customers. Many Kenworth dealers are involved in this type of business and are equipped to provide these services to customers.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	The base payment terms are net 15 days after released from the Kenworth factory assembly plant with freight prepaid to the first destination in the continental U.S., or Canada. However, most chassis will require a body installation so it will be mutually agreed upon between the Kenworth dealer and participating agency the appropriate payment terms. The selling dealer and participating agencies will mutually determine the best payment method. The Kenworth dealer can coordinate and assist in evaluating alternative payment strategies through Paccar Financial or other financial institutions.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Kenworth dealers will offer a full range of financing and leasing options including municipal leases through Paccar Financial, banks, dealer owned financial entities or other institutions such as those that have a Sourcewell contract.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	The primary standard transaction system used to quote and order the custom class 5, 6, 7 or 8 truck is the Kenworth proprietary PremierSpec sales tool. All vehicle quotes and orders will be through a Kenworth authorized dealer. Dealer Salesperson determines truck model and generates compatible specifications that meet the customers need, meet the specific body installation need, and meets local road regulations and any other requirements. The Kenworth PremierSpec chassis summary report generated will show the proposed chassis specification and total list price (also shown as Total Adjusted Price) equal to the base model list plus all the selected chassis options. This is the list price that the agency discount will apply and include freight to the first continental U.S., or Canada for Canadian members, destination after chassis assembly at the Kenworth factory. An example vehicle summary report is uploaded. Since every State has unique laws and requirements and each total vehicle solution vary greatly depending on use application and body type, each dealership has truck order forms and unique terms and conditions to that are specific to the dealer group and/or area. Kenworth Truck Company does provide a standard Sourcewell contract calculator for all dealerships to use when quoting to help assure pricing integrity to the contract pricing matrix. Given the unique nature of commercial vehicles and the vast number of different bodies that may be installed, the final terms and conditions are mutually agreed upon between the dealer management and participating agency. Standard and optional extended warranty agreements are generated by Kenworth Truck Company and are the same for all dealers in the U.S. or same for the dealers in Canada. Copies are uploaded. Custom warranty agreements are available specific to the end user and are generated by Kenworth Truck Company.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payment process is typically not used for commercial truck procurement. However, this would be mutually determined between the member and the selling Kenworth dealer.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Truck Chassis Pricing is based on product model discounts: Kenworth truck chassis pricing for class 5 through 8, including battery electric vehicles (BEV), is the custom spec'd truck chassis list price, also known as the "Total Adjusted Price (w/o freight & warranty & surcharges)" in the PremierSpec chassis summary report, less the contract discount for the specific model. Any Tax, CARB required warranty or surcharge, or FET and other Government fees will be applied if applicable. The prices will be in US Dollars. For Canadian agencies purchasing through Canoe, an exchange rate will be added by the dealer at the time of proposal. Each truck quote is custom to meet the needs of the participating agency and therefore final list price varies greatly based on the final set of specifications desired and required to meet the agencies application need. This calculated agency price includes the standard freight from Kenworth factory assembly plant to the first delivery destination in the continental U.S. or Canada. See the uploaded "Sourcewell Discount Matrix for Kenworth Trucks" with the specific discounts by each truck model, the instructions to calculate pricing, and a pricing example that includes a sourced body. Agency price for all vehicle bodies and equipment needed to offer a complete vehicle solution will be at Kenworth dealer sales department cost plus no more than 5%. This includes all potential truck mounted bodies, add on equipment, special training requests, additional or special manuals, special software and/or hardware, subscriptions, special transportation (other than the transport included from the chassis assembly plant to the first specified delivery location which is included in the agency chassis pricing), any and all truck related type services (for body swap from old chassis to new chassis for example) and any flooring or storage costs required, or as mutually agreed upon, for time to allow body installations or services. Agency prices for all electric vehicle support services, infrastructure analysis, and charging systems pricing will be quoted at dealer truck sales department cost plus no more than 5%. Kenworth Truck Parts - PACCAR Parts: The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. Used Trucks: Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	For Kenworth truck chassis the discount from the total list price, generated through the selection of custom options in the PremierSpec System, ranges from 7% to 42.8% depending on the specific model. See the uploaded Kenworth contract discount price matrix for the schedule of discounts off list price for each truck model. Again, it's important to note that each vehicle is custom designed, and the final list price will vary depending on final specifications selected to meet application requirements and agency needs. Truck bodies, equipment, and services and limited to dealer truck sales department cost plus no more than 5% markup. For Kenworth – PACCAR Parts: The discount from the list price ranges from 0% to 62.96% for United States participating agencies from 0% to 60.81% for Canadian participating agencies. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, the PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. For Used Trucks, it's extremely difficult to quantify a discount due to the extreme variability of custom specification, truck conditions, geographic impacts, body types and condition, and overall market demand. For this reason, used trucks offered by Kenworth Truck dealers are set at a "not to exceed" price of 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value, or truck sales department cost plus 5%, value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.
59	Describe any quantity or volume discounts or rebate programs that you offer.	The pricing included in this offer includes discounts that take into account the total potential volume of all participating agency purchases combined. However, for high volume purchases in a single event, additional discounts will be considered on a case by case by the Kenworth dealer and Kenworth Truck Company cooperatively.
60	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.	All sourced products and services are priced at the Kenworth Truck Dealer New Truck Sales Department cost plus no more than 5% markup. The Kenworth dealer will solicit offers from sub-contractors for sourced goods and services needed to offer a complete vehicle solution that meets the end users need. These sourced goods and services include, but are not limited to, any truck body, trailers, truck equipment, tools, support devices, parts and/or maintenance parts kits to be included with the chassis, additional or custom manuals, software, subscriptions, special transportation (other than the standard transportation included in the chassis price to the first delivery destination after the Kenworth factory assembly plant), requested training, extended warranties, and any specialized body or specialized service. Chassis storage and flooring costs may also be quoted, if needed and agreed upon between member and dealer, to manage the costs associated with a chassis waiting for a period of time to allow a body or service installation. All related products mentioned above will be priced no higher than the Kenworth dealer new truck sales department cost plus 5 percent. An example of the common sourced bodies are : Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. An example of common add on truck equipment is wheel nut covers, mudflaps, fairings, pintle hook, trailer brakes and electrical connections, sleepers, crewcab and extended cab modifications, dual steering modifications, bulkhead, GPS devices, etc. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, maintenance program, etc. An example of special transportation that might be requested and required would be when needed truck related equipment, a body for example, is assembled and installed on incomplete truck chassis beyond the members community. Or when the members location requires specialized transport such as Hawaii or Alaska.

61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Many States or local political divisions have unique laws and potential taxes that are not included and would be added by the selling dealer as required by law. Additionally, unique surcharges may or may not be required depending on the State of registry or use. An example is with the California Air Resources Board (CARB) and the State of California in which a surcharge is required for certain engines to be used in that State. Generally, any federal, state, or local taxes, fees, tag, title, permit, CARB compliance, or other miscellaneous requirements are not included and will be determined and added by the Kenworth dealer as required with each unique state and vehicle offering.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. Additional transport, most often from the body installer to the local dealer and then for final delivery to the end user, will be arranged by the selling dealer and included in the complete vehicle offer at a price not higher than the dealer sales department cost plus 5 percent. Transport required to deliver to Alaska, Hawaii or other U.S. territories would be offered and priced the same as the additional transport associated with body installations mentioned above.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight from the Kenworth factory to the first specified delivery location in the continental United State or Canada is included. This could include a port in the continental United States, or Canada. Any additional freight for ocean shipment, rail, flatbed, or other transport service required to deliver to Alaska, Hawaii or off-shore would be priced at the Kenworth dealer sales department cost plus no more than 5 percent.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	The Kenworth offer includes all dealer stock units ready for service. The discount matrix applies and supports those participating agencies with the ability to purchase and place in-service needed equipment within weeks compared to months. Additionally, any unique delivery requested by the participating agency is possible. For example, if the agency wishes to purchase the truck chassis separately from the truck body, the delivery of the cab and chassis can be made to any location as they need which would be arranged, and quoted, if necessary, by the Kenworth dealer. For ordered units that require the highest level of expedited shipping from the Kenworth factory, dealer factory pickup or a single drive versus 3 way or 4 way transport may be available and would be determined and quoted by the Kenworth dealer at no more than the sales department cost plus 5 percent.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Kenworth is providing a pricing structure that is better than what is being offered through other cooperative organizations. Additionally, for quantity deals Kenworth and the Kenworth dealer have provided, and will continue to provide, additional special discounts and incentives.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	A pricing calculator has been developed for dealer sales personnel to use when quoting vehicle solutions to participating agencies. The calculator assures the pricing is correct up front during the initial quoting process and assists the dealer in documenting all the economic details. Units are ordered using a special tracking code which assure the units will be reported when final delivery and in-service takes place. At that point, the dealer will use an online link to report additional and final information needed to populate all the required information in the quarterly report. This process has been in place for the past 24 months and has resulted in a substantial improvement in timely reporting and fee remittance. Additionally, the same online link is used by dealers to manage offering participating agencies units from pre-made dealer stock, reporting the detailed information necessary for the quarterly report, and assuring a process and action to assure the administrative fee is collected. All reporting, collection of administrative fees, and final remittance are completely managed by Kenworth Truck Company.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	The primary measurement of success has been unit delivery metrics by state measured quarterly. In addition, those areas that appear to lack typical volumes are addressed by regional sales managers with dealer management to assure sales representatives are properly trained, have the tools to seek out and connect with potential agencies.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Kenworth proposes a $750 flat administrative fee per New Truck or Tractor vehicle to be paid quarterly. Kenworth proposes a 0.5% administrative fee for parts purchases quarterly provided there is a minimum $250,000 total purchases in the quarter. For quarters with total parts purchases less than $250,000 the proposed fee is 0.0%. Kenworth proposes a $250 flat administrative fee per used truck or tractor vehicle to be paid quarterly.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	

70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Kenworth is offering all truck and tractor models, truck parts, used trucks, and financial and municipal lease services. All offerings are through our contracted Kenworth dealer network throughout the United States and Canada. The truck and tractor products include the entire Kenworth product line of class 5, 6, 7, and 8 vehicles with GVW / GCW ratings from 16,000 lbs. to 140,000 lbs. The base models are: T180, T280, T380, T480, K270, K370, T680, T800, T880, W900, W990 and C500 that include multiple fuel types such as diesel, natural gas, electric, and future additional options such as gasoline, hydrogen, or propane. Biodiesel blend is also offered. Drive types offered include 4x2, 4x4, 6x4, 6x2, 6x6, as well as factory installed pusher axles. Highly specialized vehicles are also offered such as twin steer, right hand drive, or dual drive type configuration. Current electric vehicle models include K270e 4x2 in 26,000 GVWR non-CDL truck configuration. K370e 4x2 in 33,000 GVWR CDL truck configuration. T680e 6x4 in class 8 tractor or truck configuration. Future models will be added as they become available such as hydrogen fuel cell vehicles and next generation battery electric models which match better with vocational bodies and applications. These truck models include all possible factory assembled sales code options included in published data books and non-published factory options (NPO items). All truck body types, equipment, tools, support devices, and services to be installed or provided after chassis assembly are offered as well. These will be offered through Kenworth dealers at the time of truck chassis quotes in order to provide a complete vehicle solution. Kenworth dealers will work with truck equipment manufacturers (body companies) and other entities for necessary equipment and/or services required to meet the needs of the agency and application. This includes, but is not limited to, bodies such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, Wrecker Truck, parts and parts kits, manuals, software, and any specialized body or specialized service. An example of some specialized services are body swaps, body modifications, chassis wheelbase modifications, specialized training, refurbishing, and repainting. Special transportation service will be offered by Kenworth dealers in addition to the standard transport provided as needed depending on the body and application solution. This is typically required when a truck body and/or other related equipment is assembled and installed on incomplete truck chassis. Or when the agencies' location requires specialized transport such as Hawaii. Extended warranties for base chassis, engines, aftertreatment, transmissions, bodies or any other truck related optional extended warranties are offered. Kenworth Truck dealers will work directly with agencies to develop a complete vehicle offering that meets the agencies specific needs. Given the custom nature of each truck being designed to meet the end user and application need, Kenworth dealers and the participating agency will mutually agree upon what is needed in the overall quote, the final delivery expectations, and final terms, conditions, currency type, and payment method. All Kenworth U.S. and Canadian dealers are engaged, supported, and eager to grow relationships and sales with participating agencies to meet their unique and specific commercial vehicle transportation needs. Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers.
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Truck Parts: Kenworth is offering 1.4 million different commercial PACCAR Truck Parts supporting all Kenworth and other types of commercial vehicles through all Kenworth dealers and TRP Stores as well as a 24 hour, 7 days a week, 365 days a year Online Parts Counter - parts.kenworth.com. Used Trucks: Kenworth is offering any type of used commercial truck available through Kenworth dealers. Paccar Financial: Kenworth is offering through Paccar Financial lending and lease services. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	Kenworth trucks are designed and built to the highest quality standards. Kenworth uses high strength aluminum cabs and high-quality materials and components that are tested and pass the extreme tests conducted at the Paccar Technical Center. The Kenworth conventional product line utilizes aluminum cab construction which has been proven in the field to have industry leading durability. Not only are aluminum cabs lighter than stamped steel, they are also corrosion resistant. Kenworth was founded by building high quality, durable, rugged vocational trucks and our cabs can withstand the most severe duties such as heavy dump off road applications. Kenworth trucks are assembled with 120,000 PSI, North American steel. We also offer several different frame rail sizes up to 11-5/8” to accommodate each type of application. Kenworth offers heavy duty bolted crossmembers which provide superior strength, durability, and serviceability over standard welded or stamped steel crossmembers. Each order is analyzed by a team of engineers to make sure that the chassis is spec’d properly and will be capable of the intended service. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop. Kenworth offers a wide array of standard and optional safety items including LED Headlights, automatic traction control, roll stability, collision avoidance systems with automatic braking such as Bendix Wingman Advanced and Bendix Fusion, lane departure warning, lane centering, side object detection, Bluetooth radios, smart steering wheels for hands on controls, and other driver safety systems that continually enhance driver comfort and safety. Additional driver and user safety features include, but are not limited to, driver self-check which assist with daily driver DOT inspections, headlights on with wipers, audible alarm when door open without park brake, battery disconnect switches, auto neutral with parking brake, various PTO control interlocks, seat belt and occupancy sensors and warnings, high visibility hand holds for cab entry and egress, orange or red seat belts, RollTek side air-bag seats, keyless remote, reverse warning alarm, customer body builder tell-tails (for boom out of stow for example), and constant onboard systems diagnostics with high visibility indicators.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Kenworth conventional truck models include wide hood openings, up to 90 degrees, with hood safety locks to assure they stay up in windy conditions. The hood opening allows for easier driver checks, maintenance and service procedures. Standard on nearly every Kenworth truck model, Kenworth's TruckTech+ is an innovative technology designed to diagnose and address potential mechanical issues before they impact vehicle operation. This system ensures maximum uptime by empowering drivers and fleet managers to make informed decisions. Key features of TruckTech+ include: • Instant notification of actionable engine and aftertreatment fault information. • Fault codes accompanied by plain language explanations and proposed courses of action. • Over-the-air updates. • Proactive diagnostic and repair planning assistance, including detailed analysis of critical fault codes before the truck arrives at the shop.

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	Currently Kenworth does not offer a class 4 chassis. *
75	Class 5 chassis	◉ Yes ○ No	Internal Combustion Engine fuel types (ICE)	Kenworth offers a class 5 ICE chassis in a hydraulic brake, 4x2 truck configuration that includes optional installation of any and all body types required to meet the participating agencies need. Diesel, biodiesel blend, and natural gas are available and future gasoline, hydrogen and propane potentially. Potential future availability of battery electric is also possible. *
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 6 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	Kenworth offers multiple class 7 chassis models. Two with ICE and one fully battery electric (BEV). ICE models available in 4x2 truck or tractor configuration, all-wheel drive, Diesel, biodiesel blend, and natural gas. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. Available in hydraulic or air brakes. These models are highly customizable and include options for extended front frame rail for front engine PTO or snowplow applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in cabover 4x2 truck configuration. *

78	Class 8 chassis	(•) Yes ( ) No	Both Chassis Types (ICE and BEV)	Kenworth offers more than 20 class 8 chassis models. Over twenty models with ICE and one fully battery electric (BEV). ICE models available in 4x2, 4x4, 6x4, 6x6, and 6x2 truck or tractor configuration, all-wheel drive, factory installed pusher or tag axles, GVWR's and GCWR's from 33,000 lbs. to 140,000 lbs., diesel, biodiesel blend, and natural gas engines. Future alternative fuels planned include gasoline, hydrogen, and propane potentially. These models are highly customizable and include options such as extended front frame rails for front engine PTO or snowplow applications and rear engine PTO applications. Truck configurations also include optional installation of any and all body types required to meet the participating agencies need such as: : Ambulance Truck, Armored Truck, Ashalt Spreader, Atenuater Truck, Auto Carrier, Belly Plow Truck, Beverage Hauling Truck, Block Truck, Boom Truck, Bulkhead, Conveyor Truck, Crane Truck, Crewcab, Day Cab Tractor, Drilling Truck, Dual Drive Truck, Dump Truck, Dumping Flatbed Truck, Expeditor Truck, Extended Cab, Feed Truck, Fire Pumper, Fire Service, Fire Truck, Flatbed Truck, Flatbed with Moffit Forklift, Fork Lift Truck, Fuel Delivery Truck, Garbage Packer, Garbage Side Loader, Grapple Truck, Heavy Haul Tractor, Hook and Lift Truck, Hook Truck, Hopper Truck, Landcape Truck, Logger Truck, Maintenance, Marine Truck, Mixer Truck, Oil Tank Truck, Pintle Hook , Pot Hole Patcher, Potable Water Truck, Pumper Truck, Recycling Truck, Refrigerated Van Truck, Refuse, Rescue Hauler, Roll-Back Recovery Truck, Roll-off Truck, Roll-on/off Truck, Route Tractor, Scissor Lift, Sewer Vac Truck, Side Dump Truck, Sleeper Truck, Snow Plow Truck, Stake Truck, Street Sweeper, Sweeper Truck, Trailers, Transport Truck, Utility bucket truck, Utility Digger Derrick, Utility Service Truck, Utility Truck, Vacuum, Van Truck, Vocational Tractor, Waste Hauling Truck, Water Tank Truck, Wing Plow Truck, and Wrecker Truck. Battery electric model is available in class 8 6x4 tractor or truck configuration.
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	(•) Yes ( ) No	Both Chassis Types (ICE and BEV)	All related body equipment and upfitting is offered. This includes but is not limited to: All type of truck bodies, equipment, accessories, training or other services, and financing options necessary to provide a comprehensive and complete vehicle solution. See Table 14B, Line 70 for the list of body types, equipment, tools, support devices, and services that are included in this offer and pricing is established at the dealer's New Truck Sales Department cost plus no more than 5% markup. Battery Electric Vehicles (BEVs) require more supporting services than typical ICE vehicles. Kenworth offers assistance both directly and through contracted third parties to analyze the agencies infrastructure needs, establish a comprehensive plan that includes site analysis and recommendations, power / Grid analysis, construction and appropriate charger plans. Additionally, Kenworth has personnel dedicated to assist agencies with funding, grant writing, and application assistance for incentive funds that may be available. Commercial Truck Parts: Kenworth – PACCAR Parts is offering over 1.4 million commercial truck parts supporting all Kenworth and other types of commercial vehicles. After applying and receiving approval for a Paccar Parts Fleet Account, purchases can be made through the Kenworth dealer network or through an optional Online Parts Counter available 24 hours a day, 7 days a week, and 365 days a year. The site is located at www.parts.kenworth.com. The pricing for PACCAR parts is based on product category discounts. The discounts are a percentage off list price amount that range from 0% to 62.96%. Participating agencies will apply for a Paccar Parts Fleet Services (PPFS) account. After applying, establishing credit, and receiving approval, a PPFS account number will be assigned. The PPFS account is required to assure the Sourcewell Kenworth Parts discounts are provided, PACCAR Parts purchases tracked (other truck parts that may be available from the dealer are not included), and PACCAR Parts purchases reported quarterly. The Sourcewell Discount Matrix for Kenworth Parts – United States and one for Canadian is uploaded under Pricing. Used Trucks: Kenworth is offering any type of used commercial truck available through the 480+ Kenworth dealer locations. Used truck pricing is not to exceed 110% of the NADA calculated retail value of the vehicle plus any existing or add on equipment or services retail value such as, but not limited to, truck bodies, chrome items, headache racks, reconditioning work, repair services, parts, flooring and storage, painting, special warranties, cleaning, transport, inspections and fuel.

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☑ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments
80	Battery Electric 9ehicle (BE9) Class 4 Chassis	○ Yes ○ No	
81	Battery Electric 9ehicle (BE9) Class 5 Chassis	○ Yes ○ No	
82	Battery Electric 9ehicle (BE9) Class 6 Chassis	○ Yes ○ No	
83	Battery Electric 9ehicle (BE9) Class 7 Chassis	○ Yes ○ No	
84	Battery Electric 9ehicle (BE9) Class 8 Chassis	○ Yes ○ No	
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ○ No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - Kenworth Truck and Parts Pricing.zip - Monday March 25, 2024 14:02:52
- Financial Strength and Stability - PACCAR 2023 Annual Report.pdf - Friday March 22, 2024 16:24:33
- Marketing Plan/Samples - Marketing Samples and model brochures used.zip - Wednesday March 27, 2024 19:01:20
- WMBE/MBE/SBE or Related Certificates - WMBE awards.zip - Tuesday March 26, 2024 09:46:44
- Warranty Information - Warranty Documents.zip - Tuesday March 26, 2024 09:36:29
- Standard Transaction Document Samples - Standard Document Samples.zip - Tuesday March 26, 2024 09:38:02
- Requested Exceptions - Exceptions.pdf - Tuesday March 26, 2024 09:53:17
- Upload Additional Document - Dealer Locations sample body company list and technology leader examples.zip - Tuesday March 26, 2024 10:05:37

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

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Sourcewell

Solicitation Number: RFP #040621

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Petersen Industries, Inc., 4000 S.R. 60 W., Lake Wales, FL 33859 (Vendor).

Sourcewell is a State of Minnesota local government agency and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Bulk Solid Waste and Recycling Equipment from which Vendor was awarded a contract.

Vendor desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires June 2, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended up to one additional one-year period upon request of Sourcewell and with written agreement by Vendor.

C. SURVIVAL OF TERMS. Articles 11 through 14 survive the expiration or cancellation of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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

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

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

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

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

3. PRICING

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

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

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

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

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time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery.

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

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

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

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

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restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Vendor is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Vendor that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Vendor. Typically, a Participating Entity will issue an order directly to Vendor. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration of this Contract; however, Vendor performance, Participating Entity payment, and any applicable warranty periods or other Vendor or Participating Entity obligations may extend beyond the term of this Contract.

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Vendor's acceptable forms of payment are included in Attachment A. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Vendor, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entitles may require the use of a Participating Addendum; the terms of which will be worked out directly between the Participating Entity and the Vendor. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Vendor in the event of any of the following events:

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

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

7. CUSTOMER SERVICE

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

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

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

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

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

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Vendor will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Vendor may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Vendor will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Vendor's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

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

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

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

E. CONTRACT COMPLETE. This Contract contains all negotiations and agreements between Sourcewell and Vendor. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their

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respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. LIABILITY

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

12. GOVERNMENT DATA PRACTICES

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

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Vendor a royalty-free, worldwide, non-exclusive right and license to use theTrademark(s) provided to Vendor by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Vendor.

   b. Vendor grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Vendor's Trademarks in advertising and promotional materials for the purpose of marketing Vendor's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to its and their respective distributors, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

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a. Sourcewell must not alter Vendor's Trademarks from the form provided by Vendor and must comply with Vendor's removal requests as to specific uses of its trademarks or logos.

b. Vendor must not alter Sourcewell's Trademarks from the form provided by Sourcewell and must comply with Sourcewell's removal requests as to specific uses of its trademarks or logos.

c. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's Trademarks only in good faith and in a dignified manner consistent with such party's use of the Trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of vendors which may be used until the next printing). Vendor must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

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

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

14. GOVERNING LAW, JURISDICTION, AND VENUE

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

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15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found to be illegal, unenforceable, or void then both Sourcewell and Vendor will be relieved of all obligations arising under such provisions. If the remainder of this Contract is capable of performance, it will not be affected by such declaration or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Vendor will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Vendor will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.
Minimum Limits:
$1,000,000 each accident, combined single limit

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

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Vendor must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Contract Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Vendor to provide certificates of insurance, in no way limits or relieves Vendor of its duties and responsibilities in this Contract.

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

D. WAIVER OF SUBROGATION. Vendor waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other

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insurance applicable to the Vendor or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Vendor or its subcontractors. Where permitted by law, Vendor must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

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

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may also require additional requirements based on specific funding specifications. Within this Article, all

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references to “federal” should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Vendor’s Equipment, Products, or Services with United States federal funds.

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

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

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of

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not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Vendor certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Vendor must comply with applicable requirements as referenced above.

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

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

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

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Vendors must file any required certifications. Vendors must not have used federal appropriated funds to pay any

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person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Vendors must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Vendors must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

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

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22. CANCELLATION

Sourcewell or Vendor may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Vendor's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Petersen Industries, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Casey Hardee 9A68D6BB7A324C5...
By: _____	By: _____
Jeremy Schwartz	Casey Hardee
Title: Chief Procurement Officer	Title: President/CEO
Date: 5/26/2021 | 2:52 PM CDT	Date: 5/26/2021 | 10:46 AM PDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 5/26/2021 | 7:51 PM CDT

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RFP 040621 - Bulk Solid Waste and Recycling Equipment

Vendor Details

Company Name:	Petersen Industries, Inc.
Address:	4000 State Road 60 W LAKE WALES, FL 33859
Contact:	Casey Hardee
Email:	chardee@petersenind.com
Phone:	863-676-1493 257
Fax:	813-478-1454
HST#:	59-2979951

Submission Details

Created On:	Friday February 19, 2021 12:44:13
Submitted On:	Monday March 29, 2021 15:22:54
Submitted By:	Casey Hardee
Email:	chardee@petersenind.com
Transaction #:	9d573344-e8dc-40e7-866a-e3d93fae21d1
Submitter's IP Address:	73.255.132.23

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (and applicable d/b/a, if any):	Petersen Industries, Inc.	*
2	Proposer Address:	4000 S.R. 60 W. Lake Wales, FL 33859	*
3	Proposer website address:	www.petersenind.com	*
4	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
5	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Casey Hardee- President/CEO 4000 S.R. 60 W. Lake Wales, FL 33859 813-478-1454 chardee@petersenind.com	*
6	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Danielle Brown- Sales Admin/Marketing Manager 4000 S.R. 60 W. Lake Wales, FL 33859 863-676-1493 dbrown@petersenind.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
7	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Petersen Industries began over 60 years ago by producing a knuckle boom loader used in the harvest of Florida citrus. A local municipality reached out and asked if we could mount one on a truck chassis so they could use it to collect bulky items. That was the first ever grapple truck purpose built for bulky municipal solid waste. Ever since then our model "Lightning Loader" has been synonymous with grapple trucks throughout the entire United States. Our mission at Petersen Industries is to help cities and counties stay clean and hazard free by providing the best possible equipment to safely and efficiently collect and dispose of discarded bulky items. We define bulky waste to mean anything that does not fit in your rollout container. What makes Petersen Industries uniquely qualified to do this is our laser focus on our products' intended use. Other than just a few purchased components, over 90% of our products are designed , machined and manufactured in-house. this includes most hydraulic cylinders, pins, bushings, and everything in between. This gives us control over both quality and delivery. We aren't reliant on other manufacturers, sometimes overseas, to provide us with components for our customers. We not only have parts for our new products, but know we also have the right part on the shelf for customers in the field. Our ability to continually service our equipment after the sale is the most common reason our customers say they only buy Petersen Lightning Loaders!	*

8	What are your company's expectations in the event of an award?	Petersen Industries has held a contract with Sourcewell for over 10 years. It has become our go-to strategy for selling our equipment with every new and existing customer or prospect we meet. The simplicity of using the contract, along with the ever-growing acceptance of it, make it our first choice for doing business every time. Our expectations are to continue to promote the contract first as our preferred method to provide our products to our customers.	*
9	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Petersen Industries has enjoyed continued successful growth over the past 10 years. We have grown on average over 20% year over year. That has also been profitable growth with EBITDA in the 16-22% range each year. We have been able to add plant and equipment of more than $5 million in the past several years to meet our ever-growing demand. We have been able to do so without incurring any debt. We make all of our capital expenditures with cash on hand. Financial reports and a note from our CPA will be provided as an attachment.	*
10	What is your US market share for the solutions that you are proposing?	Although there is no independent reporting agency that collects market share data for grapple trucks, it is our belief the Petersen Industries holds more than 50% of the municipal bulk waste grapple market in the United States.	*
11	What is your Canadian market share for the solutions that you are proposing?	Our market share is slightly less in Canada, as is the demand for our product also.	*
12	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No	*
13	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), 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, 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?	Manufacturer In certain states we sell our product directly to municipal/governmental agencies with our own employed sales force. We also have 26 contractual distributors in certain states around the country. Their sales force is not employed directly be Petersen Industries. Petersen Industries, being the OEM, completely up fit the chassis with our equipment and deliver it to our dealers "ready to use". Our dealers have been trained how to use the contract as our agent. Petersen Industries always has, and will remain, as the single point of responsibility for any item sold through the contract.	*
14	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.	We are required to and hold a Florida business license, Polk County Occupation License, and a Florida Motor Vehicle Dealer License.	*
15	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	None	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
16	Describe any relevant industry awards or recognition that your company has received in the past five years	Gator100- Awarded by the University of Florida for the 100 fastest growing alumnus owned or operated business. Route Assistant- U.S. Patent pending 2020- Should have final approval in Q2 2021.	*
17	What percentage of your sales are to the governmental sector in the past three years	83%	*
18	What percentage of your sales are to the education sector in the past three years	1%	*
19	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Houston-Galveston Area Council (HGAC)- less than $1 million per year Florida Sheriffs Association (FSA)- $4-$5 million per year	*
20	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	None	*

Table 4: References/Testimonials

Line Item 21. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Bryan, TX	Jared Birkhead	(979)574-6619	*
Hillsborough, County of (FL)	Andy Morris	(813) 612-9111	*
City of Chattanooga, TN	Gary Franks	(423) 643-5559	*

Table 5: Top Five Government or Education Customers

Line Item 22. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Miami-Dade County, FL	Government	Florida - FL	Models RS3, TL3 and TR3 grapple loader and body	Between $81,265 and $106,417	$2,290,342	*
City of Houston, TX	Government	Texas - TX	Model RS3 Rear Steer grapple loader and body	Between $88,393 and $100,025	$2,634,394	*
City of Boca Raton, FL	Government	Florida - FL	Models AL1 and TL3 grapple loader and body	Between $73,631 and $93.929	$710,837	*
City of Indianapolis, IN	Government	Indiana - IN	Model TL3 grapple loader and body	$68,429	$753,225	*
City of Memphis, TN	Government	Tennessee - TN	Models RS3 and TL3 grapple loader8 and body	Between $76,845 and $84,516	$1,221,727	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

23	Sales force.	Petersen Industries, Inc. employs 1 Sales Director, 4 direct full time Regional Sales Managers (RSM), 4 Inside Sales Managers and one one Inside Sales Coordinator. Each Outside RSM is responsible for a portion of direct sales to municipal entities, as well as, managing the sales efforts of a select group of independently owned, contractual dealers and their sales teams at each.	*
24	Dealer network or other distribution methods.	Our dealer network consists of 28 independently owned distributor dealers that each have at a minimum one physical location within their assigned Area of Primary Sales Responsibility (APSR), as well as, multiple outside sales professionals and inside sales support staff. Our dealers have a minimum of one location in the following states: Massachusetts, New Hampshire, New York, Pennsylvania, Virginia, North Carolina, South Carolina, Georgia, Florida, Tennessee, Kentucky, Ohio, Indiana, Michigan, Illinois, Iowa, Missouri, Arkansas, Louisiana, Texas, Oklahoma, Nebraska, Montana, Colorado, Arizona, Nevada, Idaho, Washington, and California	*
25	Service force.	Petersen Industries has one mobile service truck that can be deployed within 24 hours anywhere within the state of Florida. In addition to that, we have a full in-house service team that can perform any repair, warranty or otherwise, utilizing our $3+ million dollar parts inventory we keep on hand exclusively for replacement parts. In addition to our capabilities, each of our dealers also employ the use of mobile service technicians, in-house service technicians, and a minimum stocking level of Petersen parts. If they do not have a part in stock most parts can be shipped out within 24 hours of any request. Exceptional service after the sale is the primary reason we are told customer continue to buy Petersen only for their grapple truck needs.	*
26	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Our service procedure starts with directing all service related inquiries, whether initiated by phone or our online chat, to our customer service department where a team of 4 specialists, with a combined 120 years of Petersen experience, are able to fully diagnose the problem remotely, determine what parts are needed and decide the best course of action to getting the customer back up and running. Whether that is to ship out parts with installation instructions directly to customers with their own service capabilities, coordinate with one of our dealer distributors to have the work performed by one of their technicians, or handling the service portion ourselves, either in-house or with our mobile response unit. Most items are diagnosed and have parts shipped out within 24 hours. for service related requests, response is usually within 48-72 hours of initial contact. All of our dealer distributors participate in the profit of parts sales within their APSR, thereby ensuring the necessary commitment to have our customers taken care of in a timely fashion.	*
27	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Sourcewell has been, and will remain, a large part of our business with municipal and governmental entities. Our dealers all appreciate, and are well versed in, our contract, its nuances, and how to get the customer what they need as easily and painlessly as possible. We include Sourcewell in every conversation we have with potential buyers, letting them know they have an easy alternative to the bid process. The largest advantage is that it will be more competitive than any price they can receive by going out to bid on their own. The work has largely been done for them and so the discounts are deeper than any other bid price we give out.	*
28	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Although we currently have no location of our own in Canada, we have relationships with entities that are willing and able to sell and service our products. We have relationships with entities in Montreal, Ontario, and Kelowna that are familiar with our products, their capabilities and the repair and maintenance.	*
29	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We have customers in all 50 states and every province in Canada. We are willing and able to assist any and all governmental entities within these two countries.	*
30	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We will not be excluding ANY entity sectors.	*
31	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	No restrictions.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
32	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	The primary marketing strategy starts with making existing customers and potential prospects aware of the opportunity to purchase through the Sourcewell contract. We have now held a contract long enough that our sales team and dealers' sales teams prefer to lead with this contract rather than use it as an option of last resort. We include the Sourcewell logo on our website for familiarity. We also put magnetic Sourcewell decals on all of our demonstrator vehicles while out demo'ing our products. We are starting to resume attendance at trade shows where we display the Sourcewell flag and magnet at our display booths. Lastly, we developed, in conjunction with our Sourcewell rep, Nick Trout, our Most Valuable Partner (MVP) Program for the dealer that records the largest number of sales through the Sourcewell contract for 2021. The winner will be announced and recognized at the Waste Expo in 2022. This will help promote healthy competition and awareness throughout our dealer network.	*
33	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Our most obvious use of digital data starts with our website where we receive thousands of hits monthly. We display the Sourcewell logo and link at the bottom of the home landing page so everyone knows right up front that Sourcewell is a buying option for them. We are also actively pursuing a social media strategy where we will be distributing a steady stream of product specific content. We intend to connect it to Sourcewell and promote the existence of our new Sourcewell contract on these platforms. This will enable us to quickly disseminate to our followers the ability to procure Petersen products via Sourcewell.	*
34	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We don't rely on Sourcewell to do our marketing. Sourcewell, being a governmental entity, is responsible for developing, issuing, analyzing and awarding contracts. Although we appreciate any promotion or awareness campaign Sourcewell chooses to undertake, it is our responsibility to let our customers and prospects know about their ability to use our contract with Sourcewell to their betterment. AS stated previously, when we get to the point in any negotiation about how to procure our equipment, we lead with our Sourcewell contract as our preferred method. Every governmental customer of ours knows that is an option. It is by their choice if they choose to purchase by some other means.	*
35	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Because each customer of ours is unique, we prefer to help build specifications though direct interaction rather than making someone attempt to spec out their own equipment on their own. We do not offer any e-procurement at this time and do not intend to in the near future.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
36	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Every Sourcewell customer can receive free onsite operator and maintenance training upon delivery of any unit purchased through the Sourcewell contract. We normally charge $1500 for this expense since it involves travel anywhere in the U.S. and Canada. This training is done by a Petersen Industries employee that is a "trained trainer".	*
37	Describe any technological advances that your proposed products or services offer.	The beauty of the Petersen Lightning Loader products is their simplicity to use and maintain. We have intentionally avoided overcomplicating the equipment with computers, chips, and electronics that are hard to diagnose. We make sure that all new innovations to parts and products are backwards compatible so our existing customers can benefit from new innovations as well as new customers. The simplicity of our unit allows us to easily troubleshoot and diagnose problems remotely so we can quickly get out the parts and corrective action needed to get the truck back on route. That is what our customers tell us they appreciate the most. Where we are using technology is with our service and warranty department. By using live video chats, they can see first hand what is going on with the equipment and can diagnose remotely along with the customer's technician providing free, step-by-step instruction.	*
38	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Although we ae not pursuing any green initiatives that require an agency oversight, we are exploring option such as environmentally friendly hydraulic oil, better capture of solvent and paint emissions from our painting process, and even compatibility of our products with electric vehicles. We see electric power as a large part of the future and are exploring ideas to make our products run on battery power on electric or non-electric vehicles. This project is in its early stages and will take some time to see results.	*
39	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	N/A	*
40	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
41	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	We offer the widest variety of bulk waste solutions in the solid waste industry. When we pair that with our experience with the Sourcewell contract we become the most dynamic solution for all municipal and governmental entities to get exactly what they want to best suit their needs. Unlike other cooperative contracts in the U.S. that either separate the equipment from the chassis or only let the chassis dealers hold contracts, the Sourcewell contract allows us to establish the right chassis specifications to best fit our equipment. We are then able to offer the most complete package with the easiest path to acquisition.	*

Table 9: Warranty

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

Line Item	Question	Response *	
42	Do your warranties cover all products, parts, and labor?	yes absolutely!	*
43	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	We only ask that it is a warrantable failure. Very seldom do we have a customer try to claim warranty on something they accidentally damaged, but it does happen. We often times will still cover an item that shouldn't be covered if the customer is willing to allow us to come explain what happened and train their operators to prevent it from happening again.	*
44	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Yes in most cases it does. We cover it ourselves in the states we sell direct. We reimburse our dealers who are performing onsite warranties. Most warranty failures are able to be fixed at the customer's location with a service tech and service truck. Our customers really appreciate not having to take it somewhere and leave it for repairs.	*
45	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No. we can provide service coverage throughout the U.S and Canada.	*
46	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?	Any item that is supplied with our equipment at time of purchase that was part of the sale (meaning they paid for it in the initial acquisition price) will be covered by our warranty and we will take it up with the supplier, if necessary. Any items added to the vehicle without our knowledge or approval will not be covered.	*
47	What are your proposed exchange and return programs and policies?	For any potential warranty claim, we ask that the customer contact either Petersen directly or their local dealer to start an official warranty claim and receive a tracking number. We then identify the parts needed to perform the repair. We will invoice for the part and freight when we ship it out, but we will include a prepaid return freight authorization to have the failed part returned to us. Once we receive it, inspect it and determine it is a covered failure, we will issue a credit for all parts and freight sent to correct the issue along with an additional credit for any labor incurred.	*
48	Describe any service contract options for the items included in your proposal.	Each of our dealers has the ability to contract with their customer for a service contract for any length or time, if they so choose. We offer a factory service contract to our direct customers that provides for routine inspection and maintenance of the equipment. This can be added at an agreed upon price determined by the amount of responsibility the customer wants to transfer to us.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
49	What are your payment terms (e.g., net 10, net 30)?	We offer net30 day terms to all participating members of Sourcewell.	*
50	Describe any leasing or financing options available for use by educational or governmental entities.	We utilize NCL Government Capital for leasing and financing opportunities with our Sourcewell customers. We were introduced to them through Sourcewell. This is a very seamless transaction for the customer since they are also a Sourcewell contract holder.	*
51	Briefly describe your proposed order process. Include enough detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template. For example, indicate whether your dealer network is included in your response and whether each dealer (or some other entity) will process the Sourcewell participating entities' purchase orders.	Having been a Sourcewell contract holder for many years now, we have streamlined our order entry and reporting process to where it works without much effort. Although our dealers are able to use our Sourcewell contract for their orders, we collect all funds necessary to be distributed back to Sourcewell for the fees. We always ensure the customer has issued the purchase order with the correct contract number and pricing prior to accepting the order. We then require that they sign a purchase agreement contract that spells out that it will be a Sourcewell contract purchase and that fees will be paid by us for their use of the contract. The fees are not reflected in their pricing in any way. It is our expense and part of our initial acquisition cost.	*
52	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We do accept it for smaller purchases (parts) and there are no additional charges.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
53	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Petersen has always worked off of a discounted price from our published list price. The price list uploaded will show the list price and then out to the side will show the percentage discount from that price offered to the Sourcewell member. Because the contract allow for additional discounts beyond what is stated on the price list, very often our customer using the contract will receive significantly more discount than what is shown.	*
54	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	The published price list and discount uploaded will show a standard 2% off of list. We have issued up to 10% discounts to customers using the contract that are buying multiple units. Because of the volatility in the steel and oil industries in recent years, it is difficult to offer a large discount across the board not knowing what the commodities market will look like at the time of purchase. Either way, our customers will always receive a larger discount on their Sourcewell quoted price than by any other means they attempt to purchase through. This is how we keep our Sourcewell contract primary.	*
55	Describe any quantity or volume discounts or rebate programs that you offer.	Certain models in our product mix have better economies the larger the quantity being purchased; others do not. We attempt to maximize the discount based on what model and option combination the customer chooses. If we can create efficiencies with multiple units, we will always pass that savings along to the customer by way of additional discount.	*
56	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.	We call these "non-contract items" and usually employ a cost plus model to the item depending on its cost and the amount of additional labor required to facilitate the request. The larger the dollar amount the smaller the additional markup factor. We will calculate our additional labor at our current labor rate of $120/hr and then discount it according to the level of discount being offered on contract items.	*
57	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We will provide a line item on our pricing called Pre-Delivery Inspection. This will be a flat rate of $1,000 and will be included as a contract item. Not all dealers will participate in the PDI fee as some include it as part of their normal pricing and delivery model. Nothing will be in addition to the quoted price. Our Sourcewell quoted price will be all-inclusive.	*
58	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	We provide a freight matrix as part of our Sourcewell pricing when we submit our price list. These are guaranteed maximum freight rates and are often less once delivered. Again, this will not be outside of our Sourcewell contract.	*
59	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	We provide freight to those locations currently through third party shippers that can haul the truck or equipment on a trailer rather than incurring any mileage to the vehicle. Again, our freight matrix will cover these costs.	*
60	Describe any unique distribution and/or delivery methods or options offered in your proposal.	For most of our deliveries within the continental U.S. the truck will be driven to its final destination. The customer can choose to have the vehicle transported on a trailer so as to not incur the mileage. Although this is more expensive, the optional rates will be included as part of the contract pricing.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
61	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
62	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell.	We have been performing this audit for several years now with our contract. We have a sales administrator, Danielle Brown, who is responsible for recording all equipment sales. She ensures that all orders received for Sourcewell contract pricing has all of the proper documentation when accepting the order and that all fees to be paid are properly identified. Sourcewell contract orders are kept in a special file that notifies our Accounts Receivable team when a unit is ready to be invoiced. It is automatically entered into our Sourcewell fees payable account and held until the next payment is due. Our sales administrator personally reviews each Sourcewell payment due and matches it to the equipment sold. Our CFO gets final approval and oversight to ensure nothing was missed during the quarter for which the fee payment is being sent. This gives us 3 separate layers of verification to be certain all necessary fees are paid on time and in full.	*
63	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We will pay one full percent of the contract purchase price for all equipment and related components due on the invoice. Most of our unit sales are in the 6 figure range. The average fee paid to Sourcewell per transaction for our products is $1500 per. It can be lower at times, but it can also be as much as $3,000 per unit. By making it a flat percentage of everything sold, it is easier to track and calculate than any other method we have explored.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
64	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our company is laser-focused on bulk waste collection solutions. We do not manufacture or sell any other waste related products. That being said, we have 13 different loader models and over 40 different standard bodies and 6 models of trailers to serve in conjunction with the loaders we manufacture. We offer the largest lineup and broadest variety of bulk waste collection solutions in the entire waste collection industry. You will be able to see this with the brochures in the download section.	*
65	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	on Page 3 Section II B. 1. b. Knuckleboom and grapple loaders, hook and hoist dumpster loaders, roll-off trucks, and container handlers The above best describes the equipment we will be bidding for this contract. We will not be submitting proposals for a. or c. containers, balers, or compactors.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
66	Commercial/Industrial-sized refuse and recycling containers, roll-off containers and collection bins of metal construction	○ Yes ◉ No	not offered	*
67	Knuckleboom and grapple loaders	◉ Yes ○ No	Yes. This is the primary product we are bidding	*
68	Hook and hoist dumpster loaders	◉ Yes ○ No	We have models that are designed to work in conjunction with hook and cable hoists. We will be submitting option pricing on the appropriate size and models that our loaders work with.	*
69	Roll-off trucks and container handlers	◉ Yes ○ No	we have a model CP3 loader that is specifically designed and used for the transportation and placement of commercial front and rear load containers.	*
70	Refuse and recyclable material balers and compactors	○ Yes ◉ No	not offered	*

Table 15: Industry Specific Questions

Line Item	Question	Response *	
71	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have had a contract for several years we already track metrics. It is our goal to have our sales % sold through Sourcewell to outpace our overall growth by at least 5%. so far we have been able to accomplish that goal and plan to see the trend continue	*
72	Describe the serviceability of the products included in your proposal (parts availability, warranty and technical support, etc.).	95% of the finished products we produce are machined and manufactured in-house. Because of this, we very seldom have supply chain issues. Here in the days of COVID delays, that has become a very significant advantage! not only are we able to meet our new unit production responsibilities but also supply the necessary repair and replacement parts for units already in service. Our technical support staff on-site is second to none. We excel most in customer service and response.	
73	Describe advancements reflected in the equipment or products offered in your proposal, such as safety, longevity or life cycle cost measures.	We have a continuous improvement plan in place where, lead by a team of our own production and engineering staff, we continuously look for, and find, ways where we can improve product and/or process. This provides our customers the most advance product and ensures we are striving to keep our costs in check. In addition to existing products, we have tripled our engineering staff in the past 2 years with the intent of developing and releasing new products to market that further benefit our customers' need to collect and handle bulk waste.	

Table 16: Exceptions to Terms, Conditions, or Specifications Form

Line Item 74. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
		No Exceptions

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Financial Strength and Stability - Financial Strength CPA Letter & Altus Report.pdf - Tuesday March 23, 2021 12:30:41
- Marketing Plan/Samples - Sourcewell_Marketing.zip - Tuesday March 23, 2021 13:24:29
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Warranty Statement.pdf - Monday March 22, 2021 13:38:51
- Pricing - Sourcewell Price List 2021 (2).zip - Monday March 29, 2021 13:39:02
- Upload Additional Document - COI and Terms.zip - Monday March 29, 2021 15:18:41

Proposer's Affidavit

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:

    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_2_Bulk_Solid_Waste_Equipment_RFP_040621 Fri February 19 2021 08:07 AM	☑	1
Addendum_1_Bulk_Solid_Waste_Equipment_RFP_040621 Thu February 18 2021 01:07 PM	☑	1

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Sourcewell

Solicitation Number: RFP #080521

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and PB Loader Corporation, 5778 W. Barstow Ave., Fresno, CA 93722 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Roadway Maintenance Equipment from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires October 11, 2025, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

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

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

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

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

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

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

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

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returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

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

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

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

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

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

4. PRODUCT AND PRICING CHANGE REQUESTS

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

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

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- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

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

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

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

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

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

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

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contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum; the terms of which will be negotiated directly between the Participating Entity and the Supplier. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

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

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

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

7. CUSTOMER SERVICE

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

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- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

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

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

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by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

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

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

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

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

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

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E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party.For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

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

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

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

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use thetrademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

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resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

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

5. Termination. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

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

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

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

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

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

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

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

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

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

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

18. INSURANCE

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

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for Products-Completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

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

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is

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primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

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

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

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

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

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

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

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

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

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C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

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

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

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names

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of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

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

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

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

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

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation

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and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier not use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

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T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 10/5/2021 | 8:33 PM CDT

PB Loader Corporation

DocuSigned by:
By: Jason Thompson
DE94D6F54AC44A1...
Jason Thompson
Title: President
Date: 10/5/2021 | 3:34 PM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...
Chad Coauette
Title: Executive Director/CEO
Date: 10/5/2021 | 8:47 PM CDT

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RFP 080521 - Roadway Maintenance Equipment

Vendor Details

Company Name:	PB Loader Corporation
Address:	5778 W Barstow Ave. Fresno, CA 93722
Contact:	Jason Thompson
Email:	jthompson@pbloader.com
Phone:	559-273-0006
HST#:	77-0307955

Submission Details

Created On:	Tuesday July 06, 2021 18:23:44
Submitted On:	Thursday August 05, 2021 14:04:49
Submitted By:	Jason Thompson
Email:	jthompson@pbloader.com
Transaction #:	82b52ea7-2722-479e-b521-ebd128b3a348
Submitter's IP Address:	12.22.224.114

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	PB Loader Corporation	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	n/a	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	n/a	*
4	Proposer Physical Address:	5778 W Barstow Ave, Fresno, CA 93722	*
5	Proposer website address (or addresses):	www.pbloader.com	*
6	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
7	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Jason Thompson, President, 5778 W Barstow Ave, Fresno, CA 93722, jthompson@pbloader.com, cell: 559-273-0006	*
8	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Stuart Smith, Inside Sales Manager, 5778 W Barstow Ave, Fresno, CA 93722, ssmith@pbloader.com, Tel: 559-277-7370, Cell: 559-999-5148. Michael Munoz, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mmunoz@pbloader.com, Tel: 559-277-7370, Cell: 661-342-1755. Marcus Putnam, Regional Sales Director, 5778 W Barstow Ave, Fresno, CA 93722, mputnam@pbloader.com, Tel: 559-277-7370, Cell: 559-304-1024.	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
9	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	PB Loader Corporation began operation in 1954 with the invention of the PB Front Loader and the pothole patcher and emulsion systems in the 1960's for use in Road Asphalt Maintenance. As a family founded and run company, relationships in business are at the center of what PB Loader stands for and is reflected in day-to-day operations. PB believes in making a quality product which their customers can rely on year-in and year-out. PB does not believe in a one-size-fits-all approach. PB custom configures and engineers products to meet the exact needs of their customers. When a customer chooses PB they know they are going to be able to rely on quality construction materials assembled by experienced professionals. PB stands behind their products with not only a successful network of dealers but also production, engineering, and sales staff who are available for troubleshooting and repair. PB Loader has found that conducting business in an honest and attentive way, providing a quality, proven product, and listening to their customers are the best business practices possible. When you call PB with a question they listen and act. It is in this way that PB Loader continues to be synonymous with reliability in their industry and the world over. When we joined Sourcewell nine years ago, we found that their philosophy and values fell in line with the core values of PB Loader. From this, we have adopted Sourcewell as our company's predominate method of procurement. We wholeheartedly believe the present and future of government procurement lies with cooperative purchasing and Sourcewell, along with PB, leading the field.	*

10	What are your company's expectations in the event of an award?	We expect to provide growth through the use of this contract in the marketplace and with our customers. We are firm believers that contract buying is the way of the future with its ease of use for the customer… and customers need to do more with less. We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. Our commitment to Sourcewell and contract buying… We have risen to the top of our Sourcewell category over the last two contracts and expect to continue with this success. We expect growth by continuing to broaden our offering of additional road maintenance manufacturers and equipment beyond our asphalt patchers and front loaders. We have added to our current contract with: Hook Lifts Light, Medium, and Heavy Duty Dump Bodies Custom Bodies Flatbed and platform bodies Arbor Bodies Contractor Flatbeds Air Compressors Dumping Flatbeds Cargo Bodies Chipper Bodies Landscape Bodies Standard & Mechanic Service Bodies Liftgates Chassis Message Board & Light Trailers Mechanic Truck Cranes Numerous Body & Equipment Accessories Truck Winches Truck Generators & Inverters We will continue to search for additional road maintenance equipment and accessories that will grow our Sourcewell product offering. We have and will always add customer specific models to serve our customers' requirements. Using the contract to meet our customers' needs exactly so they can make repeat equipment purchases effortlessly. For example, we have added a massive listing of custom road maintenance products for City of Los Angeles and San Diego County which plan to purchase multiple units continually each year.	*
11	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	PB Loader has been in business since the 1950's making us one of the oldest municipal manufacturers on the west coast. Because of our strength in the marketplace and the quality of our products, PB has been and will continue to be a financially responsible and solid company. PB Loader is in excellent financial health. We have experienced substantial growth over the last five years, which has resulted in more than doubling the size of our company. We know this is due to our commitment to excellence in the marketplace as well as utilizing the Sourcewell contract. PB is privately held and for this reason we cannot release financial statements and do not have SEC filings. Please see attached reference letters from our financial institution, vendors, and dealers.	*
12	What is your US market share for the solutions that you are proposing?	Loader – 100% market share. This is a niche market, and we are the only manufacturer of the product. Patcher – Depending on the state, we have 45%-90% of the market share. We typically have high market share in the West and some in the southern states. Overall, we represent approximately 60% of the market throughout North America. Since our last contract we have even better representation. We are committed to find local dealers who can serve our customers.	*
13	What is your Canadian market share for the solutions that you are proposing?	We represent 40% of the Canadian market with our asphalt patchers and it continues to be an area of growth.	*
14	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, we have never petitioned for bankruptcy protection.	*
15	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), 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, 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?	PB Loader is best described as a manufacturer who works through a network of dealers along with our own sales staff to sell our product. We have 29 dealers with 44 branches covering the US states and Canada (see map). We are continually looking for dealers in the few areas we do not currently have one. We are always reviewing our dealers to ensure the quality needed to fulfill our customers' needs. To support our dealers, we have a total of 16 sales and support staff: President, two National Sales Directors who manage the dealers, two Territory Sales representatives, five Inside Sales and Customer Support staff members, a Parts & Service Manager, a Warranty Coordinator, two dedicated Sales Engineers, a Trade Show Support Specialist, and Sales Assistant.	*
16	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.	PB Loader has local and California state resale/business licenses, Louisiana Motor Vehicles license, and Oregon business license. We are a final stage vehicle installer as well as a California licensed used vehicle dealer.	*
17	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	PB Loader has never had any suspension or debarments applied.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
18	Describe any relevant industry awards or recognition that your company has received in the past five years	National Truck Equipment Association (NTEA) – MVP Member Top ranked vendor in sales revenue for the current Road Maintenance Equipment contract category.	*
19	What percentage of your sales are to the governmental sector in the past three years	The year-over-year numbers are consistent at 99% Government (State, County and Municipal) versus 1% private sector. Our internal and dealer sales force along with our products are specifically designed to meet the specialized needs of Government agencies. This sector of the market is the sole focus of our company. This allows us to better meet and understand their needs.	*
20	What percentage of your sales are to the education sector in the past three years	Our product offering is geared toward public works agencies, however, there is occasional overlap with school district ground maintenance equipment needs.	*
21	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	PB holds an HGAC contract. We see less than three sales a year and dimensioning due to the fact of our continued efforts to convert HGAC customers to Sourcewell.	*
22	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Our product offering is rarely sold to the federal government except for a few military air bases and national parks. We do not currently hold any federal contracts (GSA, SOSA) because the market demand is very limited. When approached, we inform the federal agency of the benefits of Sourcewell.	*

Table 4: References/Testimonials

Line Item 23. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
City of Los Angeles	Ray Perez	323-526-9221	*
City of Colorado Springs	Michael Shill Jr.	719-385-6711	*
County of San Diego	Jim Whitlock	619-709-2171	*
County of Fresno	Mike Downing	559-600-7528	
City of Tucson	Jerry Robles	520-837-6602	

Table 5: Top Five Government or Education Customers

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

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Los Angeles	Government	California - CA	Dump Bodies (52), Flatbed (31), Chipper Bodies (15), Truck Mounted Loaders (11), Patchers (5), Utility Bodies (2)	$50,000 to $200,000 depending on unit	$23,698,990	*
County of Fresno	Government	California - CA	Loaders (6), Dump Bodies (4), Patchers (1)	$50,000 to $200,000 depending on unit	$3,074,364	*
City of Ontario	Government	California - CA	Flatbeds (12), Dump Bodies (3), Service Bodies (2), Chassis (2), Patchers (1)	$50,000 to $200,000 depending on unit	$2,617,946	*
County of San Diego	Government	California - CA	Truck Mounted Loaders (11), Message Board Trailers (9), Patchers (3), Sprayers (2)	$50,000 to $200,000 depending on unit	$2,124,900	*
City of Portland	Government	Oregon - OR	Patchers (5)	$50,000 to $200,000 depending on unit	$869,675	*

Table 6: Ability to Sell and Deliver Service

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

Line Item	Question	Response *	

25	Sales force.	Our sales force is designed to support our dealer network and at the same time work directly with the end user government agencies. We take it upon ourselves to ensure our end users receive the highest level of customer service and are committed to their complete satisfaction with our products. Our sales force is specifically trained and has the knowledge and resources to ensure our dealers and customers utilize Sourcewell as their primary procurement method. Each team member listed below is committed to growing our company revenue through Sourcewell. Our team consists of twenty-two (22) sales and support professionals: Five (5) Outside Sales personnel. The President of the company (1) and two (2) traveling National Sales Directors, and two (2) outside sales representatives who visit dealers and end users throughout the country. Five (5) Inside Sales personnel. One (1) Sales Manager, and four (4) Inside Sales Coordinators who are responsible for quotes and working with our customers/dealers on the specific and unique designs of our product as well as offering product knowledge and support. One (1) Sales Assistant who is responsible for supporting our sales team and dealers with product information, social media, trade show coordination, and many other support duties which allows our sales team more time to respond to customers. One (1) Parts/Service Salesperson who is dedicated to meeting the aftermarket needs of our customers to ensure quick response to customers' needs. One (1) Warranty Coordinator dedicated to meeting the aftermarket needs of our customers to ensure quick response to any situation that arises. One (1) Trade Show Support who provides extra sales assistance at booths and other event functions. We have an Engineering team of eight (8) who are dedicated to support the sales teams with layout drawings and engineering information requests by customers, which ensures a high level of accuracy to meet the customers' needs. We are currently in the process of expanding our Sales team. We have job openings for two additional outside sales personnel and two inside. The company also utilizes our engineering, operations, and production personnel to support the sales team and customers.
26	Dealer network or other distribution methods.	PB Loader sells through a network of dealers throughout North America. It is our belief that utilizing local dealers provides the best customer service for our end users. Please see attached dealer list and map. We currently have 29 dealers totaling 44 branch locations in the US and Canada, totaling 148 dealer salespeople. Of that total, we have four (4) dealers with eight (8) branches in Canada. All our US dealers and their branches have received training from our staff on Sourcewell procurement and we are looking forward to doing the same with Canoe in Canada. Our sales team regularly visits our dealers to ensure they are trained on our product and the Sourcewell contract. We support many of our dealers' local trade shows and events. We are very active and encourage our dealers to be active in trade organizations such as APWA, MSA, RSFMA, NAPA, and others. These events are excellent opportunities to inform our government customers about Sourcewell procurement of our products.
27	Service force.	The above-mentioned dealer network employs factory trained parts and service representatives at their branches. These dealers typically handle other large municipal equipment like PB Loader. Because of this they have invested in service tooling at many of their locations, such as overhead cranes, mobile service trucks, and very capable shop facilities. The PB Loader sales team provides service support by being the first point of contact for customer questions on the operation and product usage. We provide an initial delivery training and for added value, free training for the life of the unit. We want to ensure that our customers can utilize our product safely and effectively. Replacement manuals and decals are also provided at no charge for the life of the unit. PB Loader utilizes its service team that can be sent around the country to support our dealers and end users. Our dealer network has a total of 295 service and 122 parts staff. PB Loader also supports them with our service and engineering personnel. We have complete manuals, engineering schematics, drawings, and videos. Troubleshooting assistance is available via phone and/or video conference. Per customer request, we utilize additional local third-party repair shops that are closer for a quicker turn around than some dealer locations. We also provide support for customers who provide their own service and a reimbursement program for customers who are required to do their own warranty work.
28	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Quotes are generated by the inside sales department at PB Loader using Sourcewell pricing. Members will generate a purchase order directly to PB or one of our authorized dealers. Once received, an order confirmation is generated to ensure accuracy of the order. Regular updates are provided as the unit progresses through the manufacturing process. Final delivery is done by PB or our dealers and includes training. Once payment is received, it is recorded, and placed on our Sourcewell quarterly reports.

29	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	PB Loader's business philosophy is to provide superior quality in customer service which means quick response times and resolving issues to the customer's satisfaction. We require our dealers to provide immediate service to our customers. Many of our dealers offer multi-year service plans. We also offer multi-year warranty plans supported by our dealers. We also have a free lifetime replacement program for our manuals and all instruction/safety decals. PB Loader provides phone/video technical support to both dealers and end users. This is supported by our engineering/sales teams. When we are contacted with a service/warranty issue, a ticket is created within our MRP system and an email is sent company wide. Production, engineering, sales, and support teams all receive this notification and start resolving the issue. By having such a large team involve in rectifying the problem, solutions develop quicker and response times are improved.	*
30	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We have made and will continue to make the Sourcewell contract the preferred choice of purchasing for our customers. We are firm believers that contract buying is the way of the future with its ease of use. Our desire is to have every product we make available through the Sourcewell contract. This philosophy is driven by the President of the company and upper management to ensure the entire organization is committed to making Sourcewell successful with PB Loader.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are looking forward to expanding Sourcewell procurement utilizing the new Canoe platform with all our Canadian customers and dealerships. We currently have four (4) dealers in Canada with seven (7) branches covering nearly the entire country. We retain more than 40% market share in Canada with our asphalt patchers. Canada has been a major customer base for us and will continue to be.	*
32	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	We fully serve all geographic areas within North America.	*
33	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We fully serve all Sourcewell participating entities within North America.	*
34	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	There are no specific contract restrictions or requirements for participating entities in Hawaii, Alaska or US territories. We have experienced dealers who are trained to utilize Sourcewell. In Alaska, Craig Taylor Equipment offers sales and service support. In Hawaii we utilize the local truck dealerships for sales and service. Our Florida dealer, Environmental Products, has a dedicated salesperson who covers Puerto Rico.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
35	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Sourcewell is integrated and promoted heavily into our sales process. A key part of our strategy is making sure our dealer network is promoting Sourcewell as our primary method to purchase PB products. This is accomplished during all sales calls to every dealer and at customer demonstrations with dealer management and sales personnel. We want it known that PB is synonymous with Sourcewell. We help convey this message by displaying the Sourcewell logo on all demonstration vehicles and apparel. We have committed to display the Sourcewell logo everywhere possible: media, ads, promotional items, website, trade show displays, our office, dealer branch locations, and company sales vehicles. The most important part of our strategy is having direct conversations with end user agencies on the value of utilizing Sourcewell for not only purchasing PB products but other products from Sourcewell vendors. We believe the more they utilize Sourcewell contract procurement, the more Sourcewell and PB will grow together. Through our own sales staff and more than 100 dealer salespeople these conversations occur daily.	*
36	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We have begun the process of implementing a new forward-thinking social media and metadata program along with the redevelopment of our website. This began with signing a long-term contract with a respected digital marketing firm who will partner with us to develop and distribute a continuous campaign of all our social media, digital marketing, and website. Social media posts will include trade shows, industry events, customer demonstrations, new unit deliveries to satisfied customers, product upgrades, and new features. The campaign will include purchasing advertising banners on industry sites as well as an extensive GoogleAds. Each post and banner will include a Sourcewell presence, which is another way to make PB and Sourcewell synonymous. We are excited for the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*
37	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Being a current vendor, the Sourcewell contract is already integrated into our sales process, utilized, and promoted heavily. Many of our dealers are very familiar with the contract, because of us and the other manufacturers they represent who are also vendors of Sourcewell. We believe that Sourcewell provides the initial platform for member agencies and should work directly with awarded vendors to promote increased membership. We feel Sourcewell should provide consulting on the legal requirements for members to use corporative purchasing. The sales integration process and Sourcewell becoming the primary method for our customers to purchase PB products began nine years ago with our first contract. We were believers in the beginning that Sourcewell and cooperative purchasing would be the future of government procurement. We have made every effort to make it our future as well. As stated in the previous two questions we laid out our overall marketing strategy for Sourcewell and are committed to continually evolve and improve that strategy as new ideas come to the forefront.	*
38	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.	We often see e-advertising as becoming more prevalent in our industry. We have noticed many new customers have sought our website on the internet. Because of the high technical nature, unlimited customizations, and dollar value of our products, particularly being integrated with a chassis, a standard e-procurement system is inadequate to meet the needs of our customers. For these reasons we sell with a hands-on approach with our local dealer network which includes writing lengthy technical specs and doing 3-D layout drawings of the products. It is our belief that one size does not fit all therefore our products are custom designed and configured to meet the needs of our customers exactly. E-procurement is not a robust enough of a process to fulfill our customers' needs. We are, however, looking forward to the roll-out of the new e-purchase vendor showcase of which we will take full advantage.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
39	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	We offer free operator training and maintenance training onsite when the end user puts the unit into service. We also provide free follow-up training for the lifetime of the unit conducted by our own factory trained staff and/or dealers. It is our business philosophy to ensure that our customers can effectively and safely use our products. Also, we provide free manuals, and instructional/safety decals for the life of the unit. We have a dedicated person at the factory that customers can call for any kind of troubleshooting or operational advice. This in addition to the sales staff that can also provide this service. There are instructional videos, blueprints, and other digital materials that can be sent to the customers as learning tools. Several times a year we provide patcher training school which we encourage Sourcewell members to attend.	*
40	Describe any technological advances that your proposed products or services offer.	We like to be in the forefront of the technological advances within the municipal and truck equipment industries. We have incorporated options for the latest in back up sensor technology and cameras on our equipment. We strive to make our units the safest in the industry and have adapted standard automotive technology to road maintenance equipment which we have seen few others accomplish. We have updated numerous hydraulic and control systems to more efficient components that integrate with the advanced chassis ECM programming and chip sets. This is accomplished through our engineering department working directly with chassis manufacturers.	*
41	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.	To our knowledge, there are not any green agencies that certify our type of product (Pothole Patchers). However, our standard pothole patcher is heated by LPG which is an environmentally friendly fuel. We also offer an electric heated unit which is powered by an onboard generator on current chassis. We have begun to work closely with several electric chassis manufactures so that we can be on the forefront of the technology and offer fully electric road maintenance equipment. As a company we feel our carbon footprint is important with our products and how we operate. We are completing a new facility wide conversion to highly efficient LED lighting. We also have several recycling programs for steel, cardboard, e-waste, among others. Within the next few years, we are planning a solar program initiative which will significantly reduce our footprint.	*
42	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not know of any third parties that label road maintenance equipment specifically. As stated in question 41, the company is committed to developing green practices internally by utilizing energy efficiencies which will make us far more sustainable in the future.	*
43	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	PB Loader is not accredited as a WMBE or SBE. However, we work with several hub partners: Cicero Brothers (SBE) Westcoast Materials (SBE, DVBE) Main Street Materials (SBE)	*
44	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Quality and Customer Service have distinguished us as an industry leader and will continue to do so in the future. It is our business philosophy to stand by our products and customers. We want every customer to feel completely satisfied with the product and the service they receive over the product’s lifetime. By listening to our customers and responding to their needs expeditiously we ensure their complete satisfaction. What makes our products unique is that we do not believe in the one size fits all solution; agencies have very different needs because of their geographic locations, agency size, and other demographics. For this reason, we offer by far the largest selection of models and sizes with our products. But more importantly, we offer hundreds of options and will custom build additional features based off the customer’s needs. We believe in making it easy for our customers to purchase our products. We do this by first listening to their requirements and from there develop a detailed layout drawing. This allows our customer and their crews a great opportunity to design their own unit and know what they are getting before they purchase. On this contract we offer complete turnkey solutions with our products integrated with chassis so the customer can issue one PO to one vendor and have one point of contact. We have a large and dedicated dealer network whose goal is to support their local markets. In turn, we provide our dealers the support to do this as well as offering support directly to the end user. Even though PB sells through dealers, we believe that it is our responsibility to ensure the end user is completely satisfied.	*

Table 9A: Warranty

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

Line Item	Question	Response *	
45	Do your warranties cover all products, parts, and labor?	Yes, our warranty covers all products, parts, and labor. In some cases, freight as well. It is our commitment to solve all warranty issues to the complete satisfaction of our customers.	*
46	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	No, our warranty does not have any usage restriction or other limitations. It is important to PB Loader that on the rare occasion there is a manufacturer defect, it is rectified immediately.	*
47	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	PB or the authorized dealer will cover travel time and mileage for any Sourcewell members warranty claim.	*
48	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	In regions where we do not have a certified technician, we offer over the phone technical support. If a problem is not resolved we may send a PB Loader technician to fix unit or utilize local third-party repair shops. Either PB or our dealer network can provide a technician who will travel to all geographic locations in US and Canada. Many repairs don't require a certified technician and third-party shops can be utilized when appropriate.	*
49	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?	Yes, we will cover all items sold by PB Loader including those components manufactured by others. We believe this provides the best customer service to the end user.	*
50	What are your proposed exchange and return programs and policies?	Customers can return and exchange parts within 30 days without a restocking fee, but pay return freight. After 30 days, there is a 25% restocking fee, but in appropriate cases this may be waived. We wish to ensure customer satisfaction.	*
51	Describe any service contract options for the items included in your proposal.	PB Loader offers starter spare parts kits and a base refurbish package for our pothole patching products. We also offer extended warranty packages on the contract.	*

Table 9B: Performance Standards or Guarantees

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

Line Item	Question	Response *	
52	Describe any performance standards or guarantees that apply to your services	We make every effort to track the original promised delivery at time of quotation and actual delivery performance. We use this information to notify our customers of any deviation from the original quoted delivery.	*
53	Describe any service standards or guarantees that apply to your services (policies, metrics, KPIs, etc.)	We utilize a KPI system that tracks turn around time for part sales. It is imperative to get parts to the customer to minimize their down time.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
54	Describe your payment terms and accepted payment methods?	Our payment terms are Net 30. Check, ACH, and wire transfer are all acceptable forms of payment. We accept Visa and MasterCard for parts sales. We do not have a processing fee.	*
55	Describe any leasing or financing options available for use by educational or governmental entities.	For any customers seeking finance or leasing options, we partner with NCL Government Capital.	*
56	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Each standard Sourcewell transaction starts with a Quote Request Form and detailed dimensional forms. Once a purchase order is received, an Order Confirmation Form is generated.	*
57	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	We accept P-card payments with no additional processing fee.	*

Table 11: Pricing and Delivery

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

Line Item	Question	Response *	
58	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	See the attached Price Catalog for all our products being offered, which include their SKUs, MSRP, and Sourcewell discounts. We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
59	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are offering a 10% discount off MSRP on the entirety of our catalog except for chassis. Chassis will be offered at a 5% discount off MSRP.	*
60	Describe any quantity or volume discounts or rebate programs that you offer.	In an addition to the initial 10% discount to Sourcewell members, we also offer a 3% quantity discount for orders of six (6) or more units excluding chassis.	*
61	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.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
62	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	We like to approach sourced items in one of two ways. First, if they are customer specific, we will add them to the contract just for that customer, so it makes repeat purchasing easier. The second method is to supply a cost plus a percentage quote for these specialty items.	*
63	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Shipping and delivery are an additional cost. The amount depends on the size of the product and where it is going. We quote market rate.	*
64	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	For Canada, we contact truck freight brokers who specialize in crossing the border. We and our dealers are very familiar with the USMCA processes. For Alaska, Hawaii and offshore deliveries, our dealers have freight brokers that handle the complete process. We have regularly shipped to all these locations. This is nothing out of the ordinary for us.	*
65	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Our units are built as turnkey work ready products, so they can be delivered directly to the end user and are ready for operation.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
66	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	To encourage Sourcewell sales we offer the best pricing to its members compared to any other pricing models.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
67	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	It is mandatory for our dealers to request a Sourcewell quote and provide member entity information. From this, a quote number is assigned and is tracked through the sales process. Each purchase order we receive from our dealer or end user is cross checked with a quote number to identify it as a Sourcewell order. This ensures that all Sourcewell orders make it on the quarterly report and a dealer cannot sell an Sourcewell product without our knowledge.	*
68	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Since we have been an awarded vendor for two contracts, we have established historical metrics. We track the Sourcewell sales dollars within our total sales dollars. We also track the Sourcewell units and product types produced within our total units produced. We track Sourcewell quotes generated within the total number of quotes generated and the conversion rate to orders of Sourcewell quotes. We analyze this performance to grow our success with the Sourcewell contract.	*
69	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	Our current contract has a fee of 2%. We would like to continue this with the new contract for our entire catalog including chassis.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We offer an enormous range of road maintenance equipment from pothole patchers to cone trucks, dump trucks, flatbed, message board trailers, and countless others. Asphalt (Pothole) Patchers PB Loader is the leading manufacturer of asphalt patchers with the largest selection of models, sizes, and options in the industry, as well as broad customization above and beyond that. Hot mix asphalt is required to complete a superior asphalt repair. PB patchers keep the temperature consistent throughout the entire shift in order to make a permanent patch. PB Asphalt Patchers carry all the equipment and material for a two-person crew to repair potholes, road shoulders, cut outs, skin patch, and utility cuts throughout the year. PB Patchers are fully equipped with all the tools needed so a team can tackle patching jobs with just one machine. All PB Patchers feature an insulated and heated asphalt hopper that keeps asphalt hot and usable all day. Four (4) Conveying Options: Belt, Single Auger, Double Auger, Dump Four (4) Mounting Options: Truck Chassis, Slip-In, Hook-Lift, Trailer Eight (8) Sizes: 1.5, 1.8, 3, 4, 5, 6, 8, 10 cubic yards Hundreds of options and custom configurations such as: (refer to catalog for complete list) Flasher, safety Spoils bins Tool boxes and baskets Arrow boards Vibratory compactors and rollers Back up alarms and camera equipment Air compressors Generators Jack hammers Hose reels Work decks Water containers Fire Extinguisher, first aid kits, triangle kits Many of these options are customizable within themselves. Locations on the truck, sizes, and usage are all considered when discussing these elements with the customer. PB Patchers come in two formats, a “V” hopper which uses either a continuous conveyor or auger to move the asphalt or a dump hopper which uses a hoist to raise the hopper which allows the asphalt to slide out. Both formats are available for mounting on truck chassis, slip-in, hook-lift or trailer models. Proven Features Heavy Duty Design All Hydraulic Operation Radiant Heat System Burner Systems Available in LPG, Diesel, and Electric Generator Fully Insulated Asphalt Container Hand Torch with 200,000 BTU Output Convenient Operator Controls Emulsion Spray System Emulsion Sprayers PB offers emulsion sprayers with more sizes and features than anyone else in the industry. Fully equipped emulsion systems can be powered by a hydraulically driven pump or compressed air and sized to meet our customers’ needs. These systems are truck mounted in conjunction with an asphalt patcher or truck equipment body. They are also available in trailer, hook lift, and slip-in models. All are available with a variety of options, sizes, and custom configurations. Truck Mounted Styles: 15-200 gallons Trailer Mounted and Slip-In Styles: 200-700 gallons Pump Type Sprayers - Pump type emulsion sprayers include a solvent tank for flushing the emulsion hose and cleaning asphalt tools with a waste tank system. Truck mounted units are usually heated by the truck cooling system but can also be heated by LPG burner. All trailer units use LPG heaters. Compressor Type Sprayers - Compressor type emulsion sprayers are available in the many sizes. These can be charged off the truck brake system compressor, or any air compressor. These sprayers are heated by the truck cooling system or LPG burner. Trailer and slip-in models are equipped with an engine driven compressor. Options and Features - All spray units can include Recirculation, Auxiliary Electric Heat, Tank Insulation, Discharge Strainer, Hose Reels, LPG Tanks, Thermostatic Controls, Loading Hose, Reverse Flow Systems, Draw Off Valve, Optional Engines, and Work Platform. PB Truck Mounted Loaders PB Truck Mounted Loaders combine a dump truck and loader shovel into one unit. Designed to load, haul and dump asphalt cold patch, leaves, gravel, dirt, snow, trash, or brush just to name a few. PB Loaders save operation cost, reduce manpower, and lets you tackle a variety of jobs that would otherwise require several pieces of equipment. PB Loaders are built tough and come equipped with features that improve productivity and safety. An exclusive arm design allows the operator access to the cab when the shovel is on the ground or in the travel position. PB Loaders are available with a 3,000 lb. or 5,000 lb. shovel lifting capacity, and can be outfitted with a clam, tilt, clam/tilt or standard shovel. Shovel capacities range from 3/4 cubic

yard to 1 1/2 cubic yards. Safety switches shut down all systems if the cab door is opened or the dump body is raised during loading operations.

Options include air or joystick controls, automatic grease lines, tool boxes, pull tarps, various sizes of dump bodies, emulsion spray systems, carbide blade and blocks for the shovel, installation on tilt cab or conventional chassis, and many more.

Road Maintenance Support Equipment

PB Bodies are offered in a variety of models and capacities that can be used in conjunction with a PB Truck Mounted Loader, PB Patchers, and PB Emulsion Systems. They can also be standalone units equipped to provide valuable service for road maintenance. Features include heavy-duty construction, a large variety of accessory equipment and tools, custom configured to meet the exact needs of the using agency.

Chassis:
PB Loader offers full turn-key solutions (single PO Source Purchasing) for our Sourcewell customers by providing a variety of chassis that are used in conjunction with our truck mounted products. For example:

- Ford
- Freightliner
- Western Star
- Peterbilt
- Isuzu
- Volvo

Dump Bodies:
PB Loader offers many sizes and types of dump bodies. We work with several leading manufacturers which allows us to bring complete solutions to our Sourcewell customers. We also work with these manufacturers' national dealer networks by convincing them to sell dump bodies with Sourcewell in their local markets. For example:

- Small Contractor Bodies
  - Rigid and/or Fold-Down Sides
- Medium Duty Bodies
  - Bobtail Bodies
- Heavy Duty Bodies
  - Square Bodies
  - Elliptical Bodies
  - Demolition Bodies

Flatbeds / Stake Bodies / Platform Bodies:
PB represents several leading brands as well as manufacture our own models. These bodies can come in standard to heavy duty construction and can be custom built with inlay tool boxes, dump hoists, lift gates, and many other features. Bringing yet another complete solution to our SW customers. We work with these manufacturers' national dealer networks by convincing them to sell flatbed bodies with Sourcewell in their local markets. For example:

- Smooth Floor
  - Tread Plate Floor
  - Wood Deck
  - Aluminum Body
  - Rancher Body
  - Dumping Bodies
  - Stake Sides (wood, steel, aluminum)
  - Various Lengths and Widths

Chipper Boxes / Landscape / Arbor Bodies:
PB represents several brands as well as manufacture our own models. These bodies come in many configurations to meet the roadway landscaping needs of our Sourcewell customers. We work with these manufacturers' national dealer networks by convincing them to sell their bodies with Sourcewell in their local markets. For example:

- Open Top Chipper Box
- Closed Top Chipper Box
- Side Open and barn door landscape bodies (rugby and reading)
- Arbor Bodies with included storage for saws and tree trimming equipment

Utility Bodies:
PB offers the Reading Utility Bodies product line to its SW customers. Reading has a full line of bodies that range from smaller maintenance units to large mechanic trucks for use in road maintenance applications. With a base body from reading, we can upfit additional SW listed equipment to customize a truck to create the best solution for our Sourcewell members. We work with Reading's national dealer network by convincing them to sell utility bodies with Sourcewell in their local markets. For example:

- Steel Constructed Bodies
- Aluminum Constructed Bodies
- Single and Dual Wheel
- Canopy Bodies
- Mechanics Bodies
- Mechanics Crane Bodies

Message Boards Trailers:
PB Loader partners with Wanco to offer a full line of trailer and truck mounted message boards and traffic control products to provide reliable traffic safety for roads and highways. Traffic safety is paramount to all road maintenance work. By providing these products in conjunction with our full line of equipment we give our customers complete solutions. We work with Wanco's national dealer network by convincing them to sell their safety equipment with Sourcewell in their local markets. For example:

Arrow Board Trailers and Truck Mount
Message Board Trailers and Truck Mount
Speed Radar Trailers
Light Tower Trailers

Swaploader Hook Lifts:
We are offering a full hook-lift line, these products are often used in conjunction with our asphalt patchers and support bodies. Hook-lift systems provide an efficient fleet utilization system for municipalities because the customer can use one chassis with several pieces of equipment. We work with their dealer nationwide by convincing them to sell hook lift systems with Sourcewell in their local markets. For example:

Single axle from 7,500 lbs. to 24,000 lbs. capacity
Tandem axle from 33,000 lbs. to 65,000 lbs. capacity

Lift Gates:
Truck mounted lift gate systems that offer value added ease of accessibility to many truck equipment bodies. For example:

Tommy Lift Gate
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck under
- Dump Through

Palfinger Lift Gates
- Cantilever
- Pick Up Truck
- Utility Body
- Flatbed
- Box Body
- Rail Gate
- Tuck Under

Compressor Systems:
Truck and skid mounted compressor systems that offer value added functions to many truck equipment bodies. These systems are utilized to run jack hammers, impact wrenches, blow guns, and many other air powered tools and accessories that road maintenance crews use regularly. For example:

Vanair
- Under deck rotary screw compressors from 60 to 185 CFM
- Hydraulic driven compressors from 30 to 85 CFM
- Engine driven compressors from 30 to 85 CFM
- All-In-One systems combines air, electric generators, welder, and hydraulic into one unit

Sullivan-Palletek
- Above deck skid mount, engine driven, 185 CFM

Other brands
- Small engine reciprocating compressor
- Electric 12V compressor

Attenuator: Trailer and truck mounted
Traffix Scorpion truck mounted and trailer crash attenuator systems MASH rated. Attenuators provide that additional safety to the road maintenance crews allowing them to work on the road with confidence. The models presently on our contract provide for safety at highway speeds.

Water Trucks:
We are offering truck mounted water tanks for the use during road maintenance projects for dust control and clean up. For example:

Single axle 2,000 gallon
Tandem axle 4,000 gallon

Cranes:
We offer several brands of truck mounted cranes spanning many types and sizes. These cranes are sold in conjunction with other support bodies to increase the capabilities of the truck. For example:

Electric
- Hydraulic

Folding, compact
- Outriggers

Spitzlif
Palfinger/Reading
Venturo

Customer Specific Custom Road Maintenance Equipment:
As a result of our many options and custom configurations to meet the exact needs of individual agencies, we have started a program of adding customer specific configurations to our current Sourcewell contract. This is to facilitate ease of purchasing for our customers, particularly those who have massive amounts of customized features. One of the greatest successes of this is with the City of Los Angeles which has more than a dozen custom SKUs which includes chassis for turn-key solutions.

Additional Accessories:
On this contract PB offers many additional accessories to upfit any truck or support body with all the tools that road crews need. For example, but not limited to:

Whelen safety lights
PSE Code3 Safety Lights
Work lights and spotlights

		Warn Wenches Tool boxes and baskets Tool holders Back up cameras and sensors Bed vibrators Pull Tarps Inverter Systems with electrical outlets Fire extinguishers and triangle kits Water coolers Wash tanks Ladder and material racks Vises Reflective safety tape and panels	
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Roadway Surface Maintenance and Repair Equipment – We manufacture pothole (asphalt) patchers and emulsion transport and sprayers. We offer the largest selection by far of models and sizes of pothole patchers also custom built to our customers' needs. Equipment and Products in Support of Roadway Maintenance and Repair – We offer many additional asphalt support bodies that utilize emulsion systems and other products that municipalities use in conjunction with their pothole patcher and road maintenance programs. This also includes our PB front loader systems.	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
72	Asphalt recycles and reclaimers	○ Yes ◉ No	We are in development to produce asphalt hotbox trailers that have asphalt reclaiming features. Product launch is expected First Quarter 2022. We are committing to ultimately producing a full line of these trails and heavily competing in this market.	*
73	Patchers, seal coaters, crack sealers, and mastic and adhesive melters	◉ Yes ○ No	We are the leading producer of truck mounted pothole patching systems in North America. PB does not manufacture seal coaters, crack sealers, and mastic and adhesive melters.	*
74	Chip spreaders, asphalt brooms, and pavement grinding or grooving equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
75	Pavement marking application and removal equipment	○ Yes ◉ No	We do not manufacture any of these products.	*
76	Other	◉ Yes ○ No	We are the leading producers of truck mounted emulsion spray systems. We also offer a multitude of road maintenance support equipment as mentioned in Table 14A.	*

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

Line Item 77. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification
n/a	n/a	n/a

Documents

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

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - 1_Pricing.zip - Thursday August 05, 2021 13:44:55
- Financial Strength and Stability - 2_Financial Stregth & Stability.zip - Thursday August 05, 2021 13:45:06
- Marketing Plan/Samples - 3_Marketing Plans & Samples.zip - Tuesday August 03, 2021 18:00:46
- WMBE/MBE/SBE or Related Certificates - 4_WMBE-MBE-SBE Certifications.zip - Tuesday August 03, 2021 18:01:17
- Warranty Information - 5_Warranty.zip - Tuesday August 03, 2021 18:01:36
- Standard Transaction Document Samples - 6_Standard Transactiom Document Samples.zip - Tuesday August 03, 2021 18:01:48
- Upload Additional Document - 7_Additional Documents.zip - Thursday August 05, 2021 13:56:19

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

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

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

○ **Yes** ◉ **No**

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

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

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Roadway_Maint_Equipt_RFP_080521 Wed July 28 2021 06:54 PM	☑	2
Addendum_3_Roadway_Maint_Equipt_RFP_080521 Mon July 26 2021 04:56 PM	☑	2
Addendum_2_Roadway_Maint_Equipt_RFP_080521 Fri July 16 2021 12:55 PM	☑	1
Addendum_1_Roadway_Maint_Equipt_RFP_080521_Draft Thu June 24 2021 04:18 PM	☑	1

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **5**

SUBJECT: **NOTICE OF COMPLETION (NOC) – ACCEPT PUBLIC LANDSCAPE IMPROVEMENTS FOR PALMDALE TERRACE APARTMENTS LOCATED AT 2650 EAST AVENUE Q-12**

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the NOC for completed public landscape improvements for Palmdale Terrace Apartments located at 2650 East Avenue Q-12; and,

2. Authorize the City Manager Pro Tem or his designee to file the NOC and release the security for the completed public street improvements.

BACKGROUND

This project, located on 25th Street East and Avenue Q-12, constructed public landscape improvements along the project frontage of 25th Street East and within a new median. The improvements include irrigation and landscaping located within the City's right-of-way. The public improvements have been installed per the approved landscape plan and inspected and approved by City Public Works and Landscape inspection staff.

DISCUSSION

The NOC is presented in accordance with Section 16.110.060 of Palmdale's Municipal Code. This action will accept the public landscape improvements as complete and initiate the City's release of applicable securities posted for this project per the City's subdivision regulations.

The required public landscape improvements for the project are listed in Exhibit A and shown in the Site Map, Exhibit B, and have been completed to the City Engineer's satisfaction as required in the Subdivision/Development Improvement Agreement

between the developer and the City. The improvements have entered a 12-month maintenance period as of November 27, 2024. After the developer fulfills a one-year maintenance period, the improvements along 25th Street East will be transferred from the developer to the city.

FISCAL IMPACT

$5,000; The estimated additional maintenance and administrative costs are $5,000 annually. These improvements make up the entirety of the landscape element included in Annexation No. 009 to Community Facility District 2022-1 (Citywide Maintenance and Services). The maintenance and administrative costs associated with this landscaping are expected to be sustained by the annual District Cost Recovery levy and budgeted from Landscape Maintenance accounts.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

NOC
Exh A List of Completed Public Improvements
Exh B Site Map Location
Site Photo

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Landscape Maintenance District Improvements- Palmdale Terrace Apartments, LP.**
5. A work of improvement on the property hereinafter described was completed on **February 12, 2025.**
6. The work done was: "**Landscape Maintenance District Improvements- Palmdale Terrace Apartments, LP.**",
7. The name of the Contractor for such work of improvement: **Palmdale Terrace Apartments, LP.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **25th Street East and Avenue Q-12.**
9. The address of said property is: **2650 East Avenue Q-12.**

Dated: **April 15, 2025**

CITY OF PALMDALE

Leonardo Torres, P.E. Director of Public Works

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

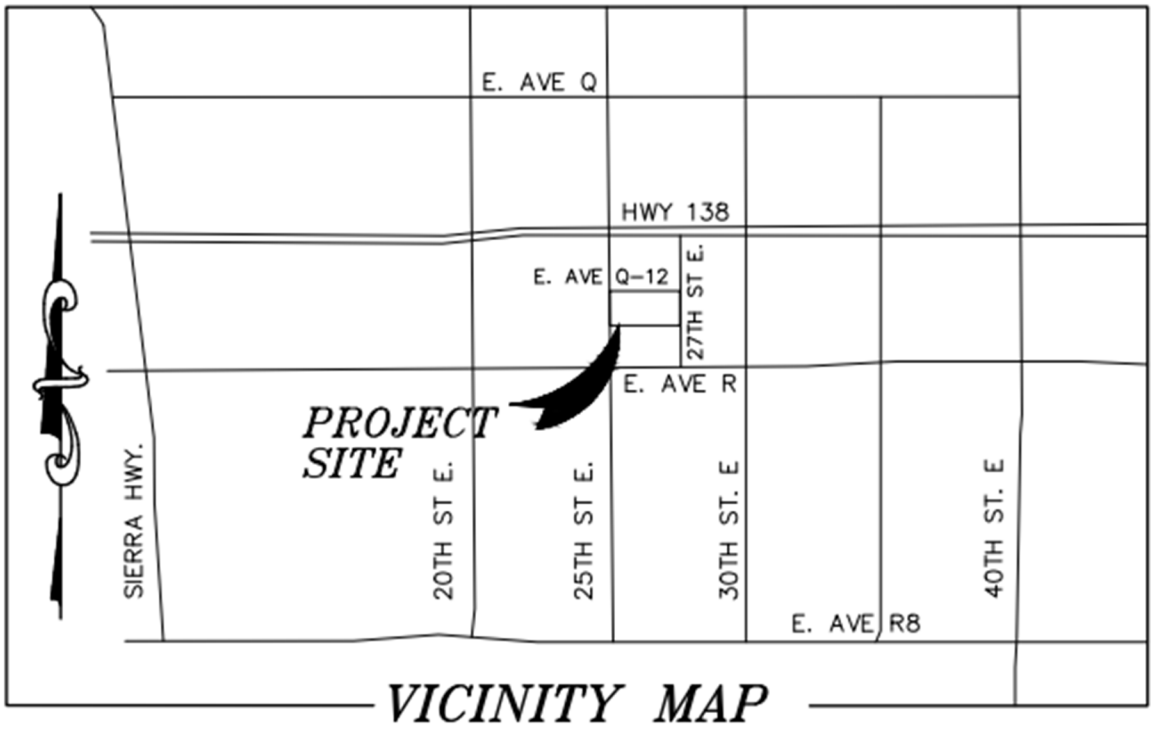
Executed on **April 15, 2025,** in the City of Palmdale, California.

Leonardo Torres, P.E. Director of Public Works

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
Apartment Complex Landscape Improvement	LS 21-36	6,413 SF	$91,200

EXHIBIT B
SITE MAP



EHX C

25th St. East & Ave. Q-12





City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PUBLIC WORKS DEPARTMENT**
ENGINEERING DIVISION

DISTRICT: **1**

SUBJECT: **NOTICE OF COMPLETION (NOC) – ACCEPT PUBLIC STREET IMPROVEMENTS FOR LEGACY LANE INDUSTRIAL BUILDING LOCATED AT 40347 LEGACY LANE**

RECOMMENDATION

Staff recommend that the City Council:

1. Accept the NOC for completed public street improvements for Legacy Lane Industrial Building located at 40347 Legacy Lane; and,

2. Authorize the City Manager Pro Tem or his designee to file the NOC and release the security for the completed public street improvements.

BACKGROUND

This project, located on West Avenue O and Legacy Lane, constructed public street and drainage improvements along Legacy Lane and the existing City's right-of-way. The improvements include two parkway drains and 72 linear feet of street improvements. The public improvements have been installed per the approved construction plans and inspected and approved by the City Public Works inspection staff.

DISCUSSION

The NOC is presented in accordance with Section 16.110.060 of Palmdale's Municipal Code. This action will accept the improvements to the public street as complete and initiate the City's release of applicable securities posted for this project per the City's subdivision regulations.

The project's required public street and drainage improvements are listed in Exhibit A and shown in the Site Map, Exhibit B, and have been completed to the City Engineer's satisfaction as required in the Subdivision/Development Improvement Agreement between the developer and the City. After the developer fulfills a one-year maintenance

period, the improvements along Legacy Lane will be transferred from the developer to the City.

FISCAL IMPACT

$1,000; The estimated annual maintenance cost for the two parkway drains is $1,000. The estimated annual maintenance cost for the street improvements is negligible and is not expected to impact existing maintenance funding. Funds are made available annually in the drainage and street maintenance budgets to maintain these assets.

STRATEGIC PLAN

Goal III: Invest in infrastructure to improve community livability.

C. Plan and maintain safe and attractive neighborhoods, streets, facilities, and public spaces with exciting programming that promotes active fun for everyone.

Prepared by:	Leonardo Torres, P.E. Director of Public Works
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

NOC
Exh A List of Completed Public Improvements
Exh B Site Map Location
Site Photo

RECORDING REQUESTED BY:

CITY OF PALMDALE

WHEN RECORDED MAIL TO:

CITY OF PALMDALE
OFFICE OF THE CITY CLERK
38300 SIERRA HIGHWAY, SUITE C
PALMDALE, CA 93550

Space above this line is for Recorder's Use

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, is hereby given that:

1. The undersigned is owner or corporate officer of the interest or estate stated below in the property hereinafter described.
2. The full name of the owner is City of Palmdale, a Municipal Corporation.
3. The full address of the owner is 38300 Sierra Highway, Palmdale, CA 93550.
4. The nature of interest or estate of the owner is: **Streets Improvements-TDC Legacy Lane Partners, LLC.**
5. A work of improvement on the property hereinafter described was completed on **February 12, 2025.**
6. The work done was: "**Streets Improvements-TDC Legacy Lane Partners, LLC.**",
7. The name of the Contractor for such work of improvement: **TDC Legacy Lane Partners, LLC.**
8. The property on which said work of improvement was completed is in the City of Palmdale, County of Los Angeles, State of California, and is described as follows: **West Avenue O and Legacy Lane.**
9. The address of said property is: **40347 Legacy Lane.**

Dated: **April 15, 2025**

CITY OF PALMDALE

_____
Leonardo Torres, P.E. Director of Public Works

VERIFICATION

I, the undersigned, say: I am the Director of Public Works, the declarant of the foregoing notice of completion; I have read the said notice of completion and know the contents thereof; the same is true of my own knowledge. I declare under penalty of perjury that the foregoing is true and correct.

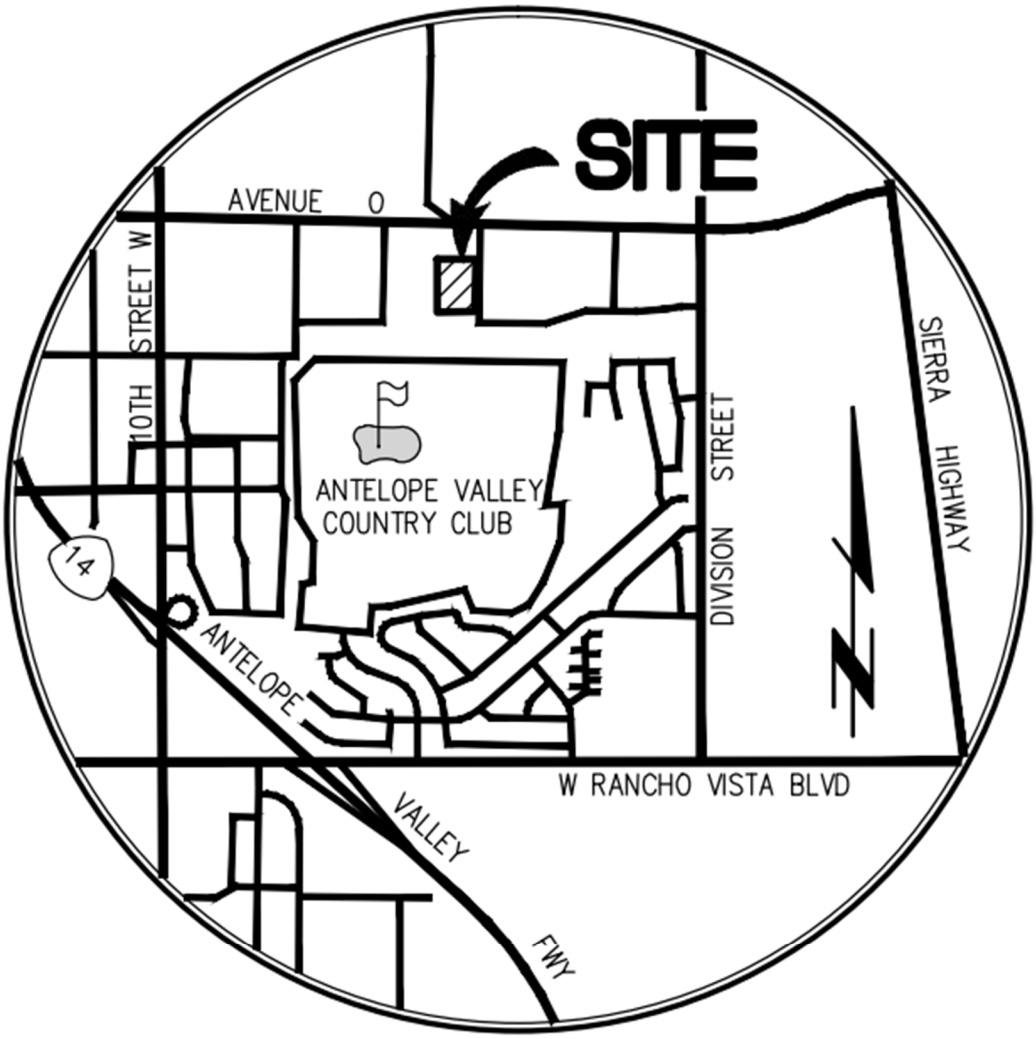
Executed on **April 15, 2025,** in the City of Palmdale, California.

_____
Leonardo Torres, P.E. Director of Public Works

EXHIBIT A
LIST OF COMPLETED PUBLIC IMPROVEMENTS

Tract/Project	Plan #	Quantity	Security
Industrial Bldg. Streets Improvements	ST 23-01	72 LF & 2 Parkway Drain	$46,200

EXHIBIT B
SITE MAP



VICINITY MAP

N.T.S.

EHX C

West Ave. O & Legacy Ln.



MINUTES
CITY COUNCIL/SA
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
APRIL 1, 2025

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Loa called the meeting to order at 5:01 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen.
ABSENT: Andrea Alarcón.

Councilmember Alarcón arrived at 5:02 pm.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE
Councilmember Ohlsen led the pledge of allegiance.

4) PRESENTATIONS
4.1) Housing Department Update.

Director of Neighborhood Services Reyes provided highlights and updates on the Department of Housing's programs and functions.

5) PUBLIC COMMENTS
CONSENT CALENDAR, APPOINTMENT(S), NEW BUSINESS, AND CLOSED SESSION:

Mayor Loa asked Brown Act questions regarding item 8.1, and Acting City Attorney Halfman explained the process and answered the questions. Mayor Loa asked about proof of service for item 12.2, and Acting City Attorney Halfman confirmed it was properly served.

Councilmember Alarcón suggested giving the public more speaking time to discuss the items. A motion was made and passed to allow extra time during the public comment section. Mayor Loa stated that additional time would also be given for the New Business and Closed Session sections.

Marsha Furman commented on the change to the additional time.

There were no public comments on the Consent Calendar and Appointments sections.

6) CONSENT CALENDAR

6.1) Receive and File the Monthly Investment Activity Reports for February 2025.

6.2) Approve Second Amendment to Agreement with Taft Electric Company for electrical services, increasing the agreement by $394,137 for a total not to exceed amount of $664,137 for a three-year and eleven month term through July 31, 2025.

6.3) Approve the minutes from the previous meeting.

6.4) Waive full reading of the Resolution(s) and/or Ordinance(s) to be considered and voted on at this meeting. (This allows for reading the title only in lieu of reciting the entire text).

Motion: Approve all items listed under the Consent Calendar.
Moved by Eric Ohlsen, seconded by Andrea Alarcón.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

7) APPOINTMENTS

7.1) Approve Appointment of Public Member to the Palmdale Recycled Water Authority (PRWA).

Motion: Approve Appointment Joe Pallon as the Public Member to the Palmdale Recycled Water Authority (PRWA).
Moved by Austin Bishop, seconded by Eric Ohlsen.

Vote: Motion carried (5-0)
Yes: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.

8) NEW BUSINESS

8.1) Adopt Ordinance No. 1655, an Ordinance of the City Council of the City of Palmdale, California, a chartered city, repealing and rescinding Section 2.08.010 of Title 2 of the Palmdale Municipal Code and adopting a new Section 2.08.010 of Title 2 of the Palmdale Municipal Code, establishing the annual selection of Mayor and Mayor Pro Tem by majority vote of the entire City Council.

Public comment: Michael Ross

The Council approved extending the public comments to three minutes in this section.

Acting City Attorney Halfman presented the staff report.

Public Comments continued: Rich Gallego, Angela Allen, Yule Gevargis, Carol Ross, Xavier Flores, Chuck Murphy, Aubray McPherson, Marsha Furman, Vicky Ventura

A motion was made and passed to continue hearing this item and delay moving forward to public comments in Sections 10 and 11.

City Clerk Scott read the title of Ordinance No. 1655.

Councilmember Bishop commented in support of the proposed ordinance.

Mayor Loa presented an alternate motion amending PMC Section 2.08.010 as follows, “the matter of determining the mayor of the City of Palmdale shall be by election of the voters, and the five districts would remain intact, and one at-large mayor would be selected.” The motion died for lack of a second. Discussion ensued.

Mayor Loa presented another motion to table the item. The motion died for lack of a second.

Councilmember Ohlsen discussed bringing back the directly elected mayor and supporting the current ordinance.

Councilmembers Alarcón and Ohlsen discussed an amendment to the ordinance and the current rotational process, which led to further discussion.

A motion was made and passed to introduce Ordinance No. 1655.

Councilmember Bishop moved to amend the ordinance so that the mayor or mayor pro tem cannot serve back-to-back terms.

Mayor Loa discussed forming a committee to put the matter of a directly elected mayor before the voters.

Motion: Adopt Ordinance No. 1655, an Ordinance of the City Council of the City of Palmdale, California, a chartered city, repealing and rescinding Section 2.08.010 of Title 2 of the Palmdale Municipal Code and adopting a new Section 2.08.010 of Title 2 with an amendment that Mayor and Mayor Pro Tem cannot serve back-to-back terms.
Moved by Austin Bishop, seconded by Laura Bettencourt.

Vote: Motion carried (4-1)
Yes: Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.
No: Richard J. Loa.

9) CITY MANAGER’S REPORT

There was no City Manager report provided.

10) NON-AGENDA PUBLIC COMMENTS:

The following individuals provided public input: Debbie Dino and Kathy Gomez talked about an auction at the AV Fairgrounds; Sandy Chavez discussed Child Abuse Prevention and Awareness Month; Councilmember Alarcón suggested including Child Mental Health Awareness Month in for the April observances; Marsha Furman spoke about implementing street sweeping and the "Boots on the Ground" event; Leola Fussell shared details about a Bible reading marathon event; Jorge Ventura thanked the Council for supporting the Cesar Chavez event; Eugene Hernandez talked about the comments regarding a directly elected mayor and the Captain of the Sheriff's Department for helping with crime in his apartment building.

11) COUNCIL REPORTS, ANNOUNCEMENTS AND REQUESTS FOR FUTURE AGENDA ITEMS

Councilmember Ohlsen discussed the noise ordinance and requested a feasibility study or analysis on how to bring back a directly elected mayor without a voted-on ballot measure.

Councilmember Alarcón requested a report from the City Attorney on deferring the implementation of the new sales tax until 2028, providing harassment training for the entire city by a new facilitator, and made a general comment about the Closed Session. She also mentioned speaking with Andres Chavez, Cesar Chavez Foundation, on a potential City partnership.

Mayor Loa commented on the National League of Cities Conference, and the Executive Committee on Regional Homeless Alliance meeting. He also mentioned attending the AV Boots on the Ground and the Cesar Chavez Day event.

12) PRESENTATION BY CITY ATTORNEY

Public Comments: Sky Jung, David Harris, and Carol Ross spoke on item 12.2, and letters were received from Jodi Kyman and Laurel Forrest.

12.1) This closed session is being held pursuant to the authority of California Government Code Section 54957

Public Employee Performance Evaluation

Title: City Attorney

12.2) This closed session is being held pursuant to the authority of California Government Code Section 54957 PUBLIC EMPLOYEE

DISCIPLINE/DISMISSAL/RELEASE

Title: City Manager

13) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 7:07 pm - 10:02 pm.

Acting City Attorney Halfman announced the following:

12.1 - Council directed City Manager Pro Tem Mendez to direct Human Resources to gather evidence and report back to Council regarding the City Attorney. Also, she announced that Council appointed her to Acting City Attorney.

12.2 - There was no reportable action.

14) ADJOURNMENT

Mayor Loa adjourned the meeting at 10:04 pm to April 15, 2025, at 5:00 pm in the City Hall Council Chamber located at 38300 Sierra Highway, Suite B, Palmdale, California.

PASSED, APPROVED, and ADOPTED this 15th day of April 2025.

_____
Richard J. Loa,
Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

MINUTES
CITY COUNCIL
CITY HALL COUNCIL CHAMBER
38300 SIERRA HIGHWAY, SUITE B
PALMDALE, CALIFORNIA
MARCH 27, 2025

www.cityofpalmdale.org

1) CALL MEETING TO ORDER

Mayor Loa called the meeting to order at 5:01 pm.

Note: All City Council memberships are reflected in their City Council titles.

2) ROLL CALL MAYOR LOA, MAYOR PRO TEM BETTENCOURT, COUNCILMEMBERS BISHOP, OHLSEN, ALARCÓN

PRESENT: Richard J. Loa, Laura Bettencourt, Austin Bishop, Eric Ohlsen, Andrea Alarcón.
ABSENT: None.

3) PLEDGE OF ALLEGIANCE AND MOMENT OF SILENCE

Mayor Pro Tem Bettencourt led the pledge of allegiance.

4) PUBLIC COMMENTS

The following individuals spoke in support of the performance of City Manager Perez: Steve Buffalo, Anna Zarley, Juan & Atherine Blanco, 911 Shop Stewards, Vicky Ventura, Lisa Sarno, Yvonne, Frank Balcorta, Dr. Miguel Coronado, Nigel Holly, Todd Davis, Peter Mordh, John Parsamyan, Jackqueline Fontana, Chuck Murphy, Roxanne Faber, David Owens, and Pastor Mike Gonzalez. Also, letters were received from Dan Jacobs, Jennifer Chung, Lisa Greer, James Royal, James Moran, Artzrun Minasyan, Dana Whitmer, Robert Duchow, and Tim McCormick.

5) PRESENTATION BY CITY ATTORNEY

City Attorney Curley confirmed the item would be heard as listed.

5.1) This closed session is being held pursuant to the authority of California Government Code Section 54957

Public Employee Performance Evaluation

Title: City Manager

6) ANNOUNCEMENT BY CITY ATTORNEY

Closed Session was held from 5:48 pm - 7:57 pm.

Acting City Attorney Brennan announced there were no reportable actions.

7) ADJOURNMENT

Mayor Loa adjourned the meeting at 8:00 pm.

PASSED, APPROVED, and ADOPTED this 15th day of April 2025.

_____
Richard J. Loa, Mayor

ATTEST:

_____
Rochelle Scott, City Clerk

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **CITY MANAGER DEPARTMENT**
CITY CLERK DIVISION

DISTRICT: **ALL**

SUBJECT: **APPOINT A MEMBER TO SERVE ON THE ANTELOPE VALLEY MOSQUITO AND VECTOR CONTROL DISTRICT BOARD**

RECOMMENDATION

Staff recommend that the City Council:

Appoint one (1) member to serve on the Antelope Valley Mosquito and Vector Control District Board.

- Elias Acevedo
- Michael Baldwin
- David Gee

BACKGROUND

The Antelope Valley Mosquito and Vector Control District was formed on August 21, 1958, after the Los Angeles County Board of Supervisors acted on a petition submitted by the residents of the Antelope Valley.

The District is a five-member Board of Trustees whose members represent the citizens of Palmdale, Lancaster, and Los Angeles County and work under the authority of the California Health and Safety Code Sections 2000-2093.

The meetings are held on the 4th Thursday of each month at 4:00 p.m. at 42624 6th Street East, Lancaster, CA.

DISCUSSION

This item is being presented to the City Council to appoint one (1) member to serve on the Antelope Valley Mosquito and Vector Control Board.

The City opened recruitment, including the advertisement, for one (1) member position from Thursday, February 27, 2024, through Thursday, March 20, 2024.

Three applications were received that meet the following qualifications: applicants must be registered to vote and reside within the City of Palmdale boundaries.

FISCAL IMPACT

There is no fiscal impact associated with this action.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

C. Involve and expand engagement to enhance public oversight and transparency.

Prepared by:	Rochelle Scott, City Clerk
Certified as to availability of Funds	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra Halfman, Acting City Attorney

ATTACHMENTS

Apps Redacted

Received By:
MAR 03 2025
City Clerk Dept.

PALMDALE
a place to call home

Office of the City Clerk
38300 Sierra Highway, Suite C
Palmdale, CA 93550
(661) 267-5151

Antelope Valley Mosquito & Vector Control
Appointment Application

Please Print or Type

Name: ELIAS ACEVEDO EMAIL: [redacted]

Address: [redacted]

City: PALMDALE Zip Code: 93552 Home Phone: [redacted]

District you reside in: 4TH Bus. Phone: [redacted]

Why are you interested in this position? INTERESTED IN PROTECTING THE HEALTH AND WELL BEING OF ITS CITIZENS & VISITORS. AND MAKING SURE THE ENJOYMENT OF OUTDOOR RECREATION & HEALTH

Have you had previous public service experience on a board, commission, or public body? If so, indicate the public agency, title, position, and duties. YES MANY YEARS AGO WITH THE CITY OF COMPTON "ACCESS CHANNEL BOARD" MEMBER & PAST PRESIDENT OF LATINO CHAMBER OF COMMERCE OF COMPTON

The AV Mosquito & Vector Control Board meets on the 4th Thursday of each month at 4:00 p.m. are you available to attend these monthly meetings?

☒ YES ☐ NO

Considering your previous experience indicate what you feel are the most important experiences and abilities that qualify you for this position.

AS PAST PRESIDENT OF CHAMBER OF COMMERCE OF A SOUTHERN CALIFORNIA CITY. I WORKED WITH MANY BUSINESSES WITH HEALTH DEPT. WITH MOSQUITO ISSUES LIKE MARKETS OR PRODUCE INDUSTRY AND I CAN MAKE A VERY IMPORTANT IMPACT ON PUBLIC HEALTH ISSUES.

If you wish, you may attach a copy of your resume to this application.

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Antelope Valley Mosquito Abatement & Vector Control Appointment Application
Date: Sunday, March 2, 2025 3:38:24 PM

CAUTION: This email originated from outside of the organization.

Antelope Valley Mosquito Abatement & Vector Control Appointment Application

Name	Michael Baldwin
Address	[redacted] District 2
City	Palmdale
State	California
Zip Code	93551
Home Phone	[redacted]
Business Phone	[redacted]
District you reside in	[redacted]
Why are you interested in this position?	i'm retired and it sounds interesting
Have you had previous public service experience on a board, commission, or public body? If so, indicate the public agency, title, position, and duties.	not public but i was on the board of directors at av country club
The AV Mosquito & Vector Control Board meets on the 4th Thursday of each month at 4:00 p.m. are you available to attend these monthly meetings?	Yes
Considering your previous experience indicate what you feel are the most important	i owned and ran a wholesale plumbing busness for over 50 years with over 45 employees

experiences and abilities that qualify you for this position.	
If you wish, you may attach a copy of your resume to this application.	*Field not completed.*

Applications may be mailed (postmarked the date of the deadline), e-mailed to cityclerkdepartment@cityofpalmdale.org or hand delivered to the office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 For additional information, please contact the City Clerk at 661/267-5151

Email not displaying correctly? View it in your browser.

From: noreply@civicplus.com
To: City Clerk
Subject: [EXTERNAL] Online Form Submittal: Antelope Valley Mosquito Abatement & Vector Control Appointment Application
Date: Saturday, March 1, 2025 12:41:49 PM

CAUTION: This email originated from outside of the organization.

Antelope Valley Mosquito Abatement & Vector Control Appointment Application

Name	David R. Gee
Address	[redacted] District 2
City	Palmdale
State	CA
Zip Code	93551
Home Phone	[redacted]
Business Phone	*Field not completed.*
District you reside in	2
Why are you interested in this position?	A desire to help and serve my community however I can.
Have you had previous public service experience on a board, commission, or public body? If so, indicate the public agency, title, position, and duties.	Have served in various local church leadership positions, and currently an president of local model airplane club Black Sheep Squadron.
The AV Mosquito & Vector Control Board meets on the 4th Thursday of each month at 4:00 p.m. are you available to attend these monthly meetings?	Yes
Considering your previous experience indicate what you feel	Recently retired after 43 years with SoCalGasCo as an Industrial Tech and safety group leader. Worked within government standards to maintain safe operation of commercial/industrial/residential gas systems. Responsible for

are the most important experiences and abilities that qualify you for this position.	compliance with laws and regulations, helped form and implement standards and programs in committee many times. Experienced with bureaucratic environment and working with "stakeholders" to accomplish tasks despite difference of opinions and goals among various members.
If you wish, you may attach a copy of your resume to this application.	*Field not completed.*

Applications may be mailed (postmarked the date of the deadline), e-mailed to cityclerkdepartment@cityofpalmdale.org or hand delivered to the office of the City Clerk at 38300 Sierra Hwy., Ste. C, Palmdale, CA 93550 For additional information, please contact the City Clerk at 661/267-5151

Email not displaying correctly? View it in your browser.

City Council Staff Report

DATE: **APRIL 15, 2025**

TO: **HONORABLE MAYOR AND CITY COUNCIL**

FROM: **PARKS & RECREATION DEPARTMENT**

DISTRICT: **ALL**

SUBJECT: **ADOPT RESOLUTION NO. CC 2025-033, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE FIVE-YEAR PUBLIC ART WORK PLAN FOR PROJECTS IN THE CITY OF PALMDALE IN ACCORDANCE WITH CHAPTER 15.01 OF THE PALMDALE MUNICIPAL CODE**

RECOMMENDATION

Staff recommend the City Council:

Adopt Resolution No. CC 2025-033, approving the Five-Year Public Art Work Plan in accordance with Chapter 15.01 of the Palmdale Municipal Code.

BACKGROUND

The Palmdale City Council approved Resolution No. CC 2020-084, which adopted the Public Art Master Plan and instructed staff to work actively on its recommendations. Following this, the Commission and staff created an annual Public Art Work Plan that outlines ongoing and upcoming public art projects and sets priorities for resources and funding. This five-year strategy is updated each year to include City-funded projects, public/private partnerships, maintenance, and a conservation plan. The City Council reviews and approves the proposed Public Art Work Plan during the annual budget adoption process.

DISCUSSION

The Public Art Work Plan outlines the steps for carrying out all municipal public art projects in the City. This includes details on the artwork's design, location, budget, and schedule. The expected balance in the Public Art Fund for fiscal year 2025 is $1,630,341. Most of these funds were allocated from the General Fund to initiate the program.

The Public Art Commission reviewed the Five-Year Public Art Work Plan draft at the meeting on January 28, 2025, and the final form was reviewed and discussed at their

meeting on March 25, 2025. After discussion, the commission adopted Resolution No. PAC 2025-003, recommending the Five-Year Plan for City Council approval in accordance with Chapter 15.01 of the Palmdale Municipal Code. The Five-Year Public Art Work Plan is provided herewith for Council consideration.

The proposed Fiscal Year 2025-26 expenditure total is $482,700 and is expected to be funded by Public Art Fee revenues and the Prop 68 Grant Fund. Below is a breakdown of proposed expenditures:

PROJECT TYPE	PUBLIC ART FUND EXPENSES	PROP 68 GRANT FUND EXPENSES
Public Art Projects	$431,200	
Maintenance and Repair	$ 10,000	
Courson Park Mural Project		$41,500

FISCAL IMPACT

$0; There is no fiscal impact associated with this action. Proposed expenditures for Public Art will be approved through the annual budget process for FY 2025-26 and future years.

STRATEGIC PLAN

Goal II: Ensure long-term fiscal health of the City and maintain funding for services.

A. Manage resources, costs, and liabilities to ensure the City's long-term fiscal health.

Prepared by:	George Davis, Public Art Program Manager
Certified as to availability of Funds:	Janelle Samson, Director of Operations
Approved by:	Salvador Mendez, City Manager Pro Tem
Approved as to form:	Alexandra M. Halfman, Acting City Attorney

ATTACHMENTS

Reso. No. CC 2025-033
Exh A Five-Year Public Art Work Plan
Exh B Five-Year Public Art Work Plan Presentation

CITY COUNCIL
CITY OF PALMDALE, CALIFORNIA
RESOLUTION NO. CC 2025-033

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PALMDALE APPROVING THE FIVE-YEAR PUBLIC ART WORK PLAN RECOMMENDED BY THE PUBLIC ART COMMISSION IN ACCORDANCE WITH CHAPTER 15.01 OF THE PALMDALE MUNICIPAL CODE

WHEREAS, on March 25, 2025, the Public Art Commission adopted Resolution No. PAC 2025-003 recommending the Five-Year Public Art Work Plan, attached as Exhibit A, for City Council approval in accordance with Chapter 15.01 of the Palmdale Municipal Code; and

WHEREAS*,* the Public Art Commission of the City of Palmdale shall develop an annual Public Art Work Plan that charts current and future public art projects and determines resources and funding priorities in accordance with Section 3, Item 10 of the Public Art Commission Bylaws; and

WHEREAS*,* the Five-Year Public Art Work Plan sets the course for the implementation of all municipal public art projects; and

WHEREAS*,* the Five-Year Public Art Work Plan will be updated annually to include all proposed projects that meet City of Palmdale Public Art Fund criteria as specified in Chapter 15.01 of the Palmdale Municipal Code; and

WHEREAS*,* public art in Palmdale has the power to express Palmdale's identity through the built environment and provide equitable access to a diversity of artists and artistic experiences, elevating the role the artist and the creative process play in connecting people and places.

NOW THEREFORE, BE IT RESOLVED, THE CITY COUNCIL OF THE CITY OF PALMDALE DOES HEREBY FIND, DETERMINE, RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City Council hereby specifically finds that all of the facts set forth in the Recitals are true and correct.

SECTION 2. In accordance with Section 15.01.050, Section D, of Palmdale's Municipal Code, the Public Art Commission shall present annually to the City Council for approval a public art work plan that recommends the use of public art fund monies.

SECTION 3. In accordance with Section 15.01.070, Section C, Item 10, of Palmdale's Municipal Code, the Public Art Commission will develop an annual public art work plan that charts current and future public art projects and determines resources and funding priorities.

SECTION 4. In accordance with Section 15.01.110, Section B, of Palmdale's Municipal Code, the City Council will approve the annual public art work plan as part of the City's annual budget adoption process, which outlines the projects and expenses the public art program will undertake each year.

SECTION 5. Based on the findings and conclusions set forth above, the City Council hereby approves the Five-Year Public Art Work Plan recommended by the Public Art Commission and staff.

SECTION 6. The City Clerk shall certify to the adoption of this resolution.

PASSED, APPROVED and **ADOPTED** this 15th day of April, 2025.

_____
Richard J. Loa, Mayor

APPROVED AS TO FORM:

_____
Alexandra M. Halfman
Acting City Attorney

ATTEST:

_____
Rochelle Scott, City Clerk

I, Rochelle Scott, City Clerk of the City of Palmdale, California, do hereby certify that the foregoing resolution was duly passed, approved, and adopted by the City Council of the City of Palmdale at a regular meeting of said Council held on the 15th day of April, 2025 by the following roll call vote:

AYES: _____

NOES:_____

ABSTAIN:_____ABSENT:_____

Date: _____ _____
Rochelle Scott, City Clerk

Exh A: Five-Year Public Art Work Plan

FUNDING PERIOD	PROJECT	LOCATION	FUNDING	NOTES	STATUS	LOCATION PRIORITY
FY 23-24	Palmdale Plein Air Murals	Palmdale City Library	$5K Public Art Fund	Three local landscape murals by Richard Gallego painted on alcoves	Completed September 2023	High
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$9.3K Public Art Fund	Honeycomb Harmonies (musical art installation), four chalk artists, two cellograff artists	Completed October 2023	High
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Diversity themed poem by Maria Caputo	Completed June 2024	Medium
	Antelopes on Parade	Legacy Commons lobby and Palmdale Playhouse lobby	$3K Program Supplies	Two antelope sculptures painted by Koko + Nuri and William Hawley	Completed August 2024	Medium
	Small Mural Mentor Program	Three locations on 10th St. E	$9K Public Art Fund	This program paired local muralists with artists for three murals by William Hawley, Chriss Santos, and Chelsea Williams	Completed August 2024	Medium
	Palmdale Playhouse Historical Narrative Mural	Palmdale Playhouse	$100K Public Art Fund	Mural featuring highlights of programming history and diversity by MJ Lindo Lawyer and Josh Lawyer	Completed December 2024	Medium
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required	Funds not required for FY 23-24	-
TOTAL PUBLIC ART EXPENSES FY 23-24			$137,500			
FY 24-25	Antelope Valley Walls	City Hall, Palmdale Film Stage, and Sam Yellen Park	$40K Public Art Fund	Three murals by AQMNI, Koko + Nuri, and Brandon Thompson & Deidre Hathor	Completed September 2024	High, Medium
	Palmdale Amphitheater Entertainment Themed Mural	Palmdale Amphitheater	$35K Public Art Fund	Mural featuring local landscapes and vistas by Koko + Nuri	Completed October 2024	High
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$10K Public Art Fund	Honeycomb Harmonies (musical art installation), six chalk artists	Completed October 2024	High
	Sam Yellen Park (Phase II) Public Art Elements	Sam Yellen Park	$175K (1% CIP project contribution to Public Art Fund)	Sculpture ($70K), Mosaic Mural ($35K), and Performance Engagement ($25K); Artist selection and plaques ($5K); Save $40K; Site construction completion date postponed	Completion anticipated in Q2 of 2025	Medium
	Sculpture for Roundabout	Ave. S-8 and 40th St. E	$50K Public Art Fund	Site construction completion date postponed	Completion anticipated in Q2 of 2025	High
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: Earth Day	Q2 of 2025	Medium
	Various maintenance and repair projects	Various	$10K Contract Services	Address graffiti to Welcome to Palmdale mural and deaccession Back Home sculpture; additional projects as required	Completion anticipated in Q2 of 2025	High
	McAdam Cultural Art Project	William J. McAdam Park	$75K Public Art Fund	Additional funds: $150K (Measure AV), $75K (Park Development Fund)	To be scheduled	Medium
TOTAL PUBLIC ART EXPENSES FY 24-25			$396,200			

Exh A: Five-Year Public Art Work Plan

FUNDING PERIOD	PROJECT	LOCATION	FUNDING	NOTES	STATUS	LOCATION PRIORITY
FY 25-26 PROPOSED	Courson Park Mural Project	Courson Park	$41.5K Prop 68 Grant Funds*	This is a $4,150,000 project funded by Prop 68; 1% will be spent on on-site art to satisfy the requirement of the public art ordinance; construction starts 2025	To be scheduled	Medium
	Amargosa Sculpture Installation	Amargosa Creek Natural Park	$90K Public Art Fund	Includes four existing sculptures to be leased to the City for 3 year period and corresponding footings along the trail	To be scheduled	Medium
	Sculpture for Roundabout	Palmdale Transportation Center	$140K Public Art Fund	Landscaping in progress with area at north of roundabout designated for sculpture; aerospace theme recommended	To be scheduled	High
	Small Mural Mentor Program	Pelona Vista Park	$30K Public Art Fund	This mentorship program pairs local muralist with four artists to design and complete a collaborative mural	To be scheduled	Medium
	Sculptures for Roundabouts on 10th Street East	10th St E at Q-9 and Q-12 (north)	$160K Public Art Fund	Two sculptures for new roundabouts on 10th Street East	To be scheduled	
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: TBD; annual poetry contest	To be scheduled	Medium
	Temporary artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$10K Public Art Fund	TBD; annual festival	To be scheduled	High
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required; annual budget for maintenance and repair	To be scheduled	-
TOTAL PUBLIC ART EXPENSES FY 25-26			$441,200	***NOTE: Total does not include Prop 68 Grant funds for Courson Park Mural**		
FY 26-27 through FY 28-29	Antelope Valley Walls	Various City-owned facilities (TBD)	$40K Public Art Fund	Biennial Antelope Valley mural festival in collaboration with the City of Lancaster and Pearblossom	To be scheduled	-
	Walk on Words	Sam Yellen Park	$1.2K Program Supplies	Theme: TBD; annual poetry contest	To be scheduled	Medium
	Temporary Artwork to be featured at Kaleidoscope	Palmdale Amphitheater	$10K Public Art Fund	TBD; annual festival	To be scheduled	High
	Palmdale "Legacy" project	TBD	$500K Public Art Fund	Destination public art to increase tourism appeal; potential locations include Barrel Springs (entrance from Old Harold Road), City owned property near 14 freeway and Palmdale Blvd., Oasis Park, and Pelona Vista Park	To be scheduled	-
	Avenue M	Avenue M Interchange	$255K Measure R Local Return	Partnership with City of Lancaster, LA County, and Caltrans; two sculptures, retaining wall designs and railing designs	Construction anticipated in 2027/2028	High
	Undetermined maintenance and repair projects	Various	$10K Contract Services	Various locations, as required; annual budget for maintenance and repair	To be scheduled	-

DEPARTMENT OF PARKS AND RECREATION

PALMDALE PUBLIC ART

Exh B: FIVE-YEAR PUBLIC ART WORK PLAN ANNUAL UPDATE
CITY COUNCIL MEETING APRIL 15, 2025

Presented by the Public Art Commission

Chair: Lisa Sarno

Vice-Chair: Nathaniel Ancheta

Commissioner: Michael De Medina

Commissioner: Doug Grove

Commissioner: Ayeasha Jones

Commissioner: Warren Scherich

Commissioner: Edwin Vasquez

RECENTLY COMPLETED PROJECTS





Antelopes on Parade



Small Mural Mentor Program



Mirage mural







Antelope Valley Walls





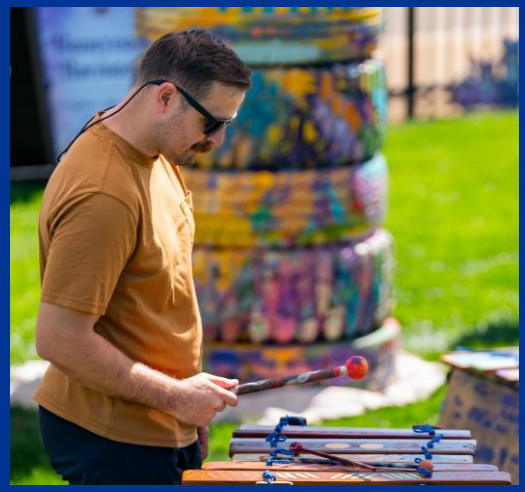
The Curtain Calls mural

KALEIDOSCOPE FALL FRENZY

Chalk Artists



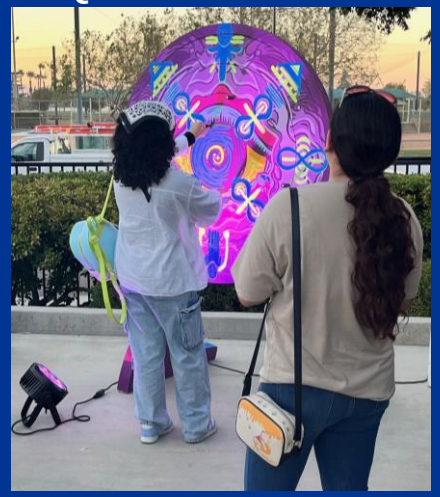
Honeycomb Harmonies



Cellograff Artists



AQMNI



Live Painters



PENDING PUBLIC ART INSTALLATIONS

Sam Yellen Park



Having A Ball sculpture



Borders of mosaic murals will include student artist drawings from Yellen School and Buena Vista Elementary



Wild and Alive Palmdale mosaic murals



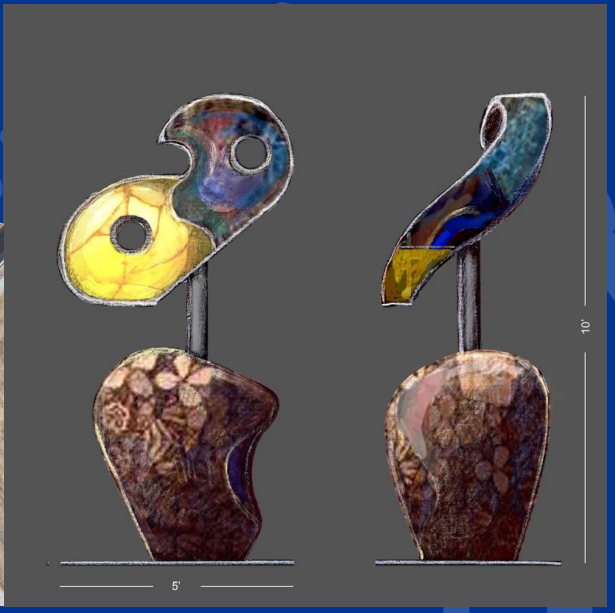


Performance engagement (to be selected)

S-8 and 40th St. E Roundabout

Harmony sculpture





UPCOMING PUBLIC ART INSTALLATIONS

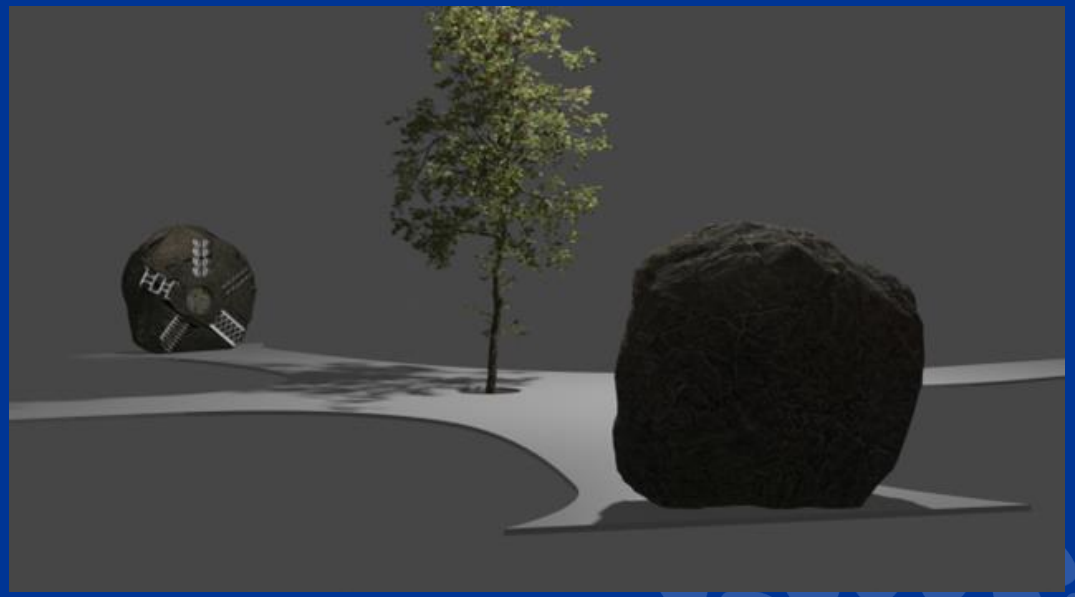
Pelona Vista Park



Sam Yellen Park



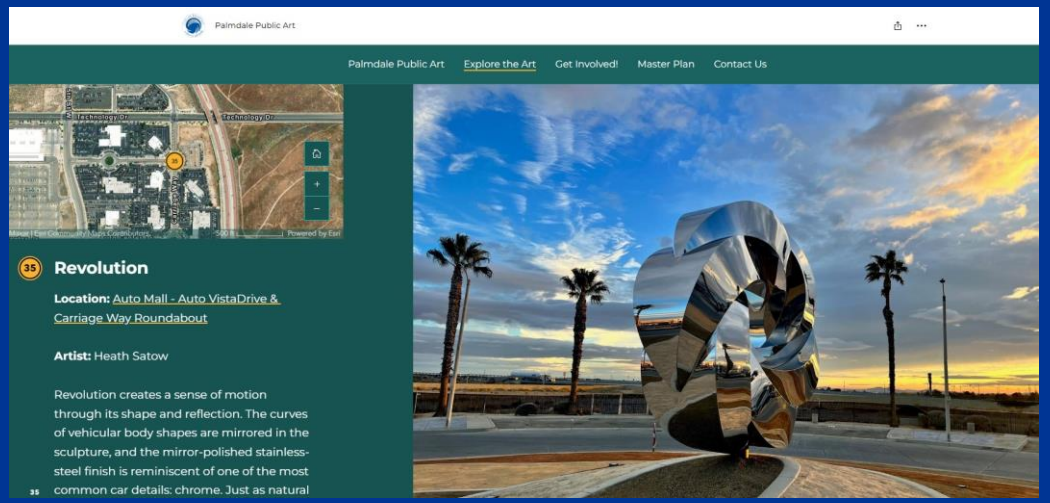
William J. McAdam Park

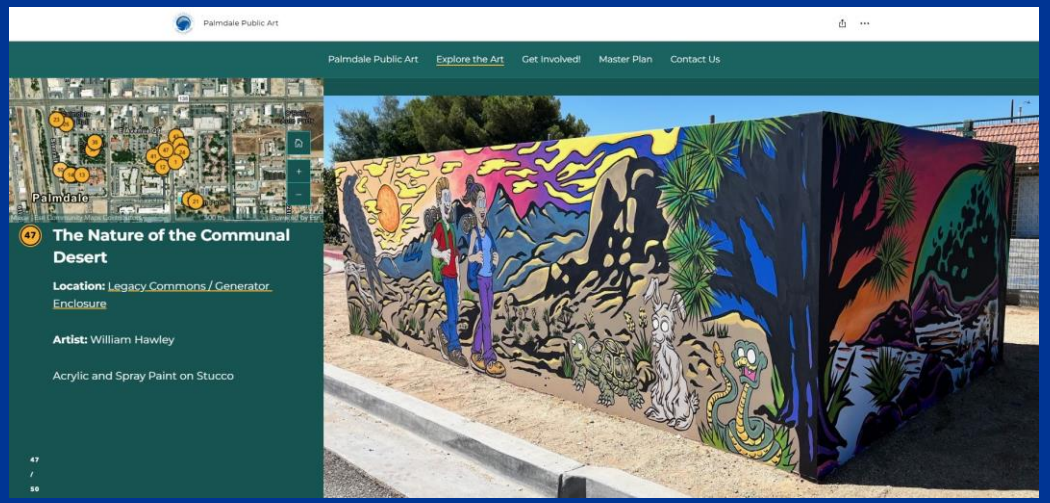


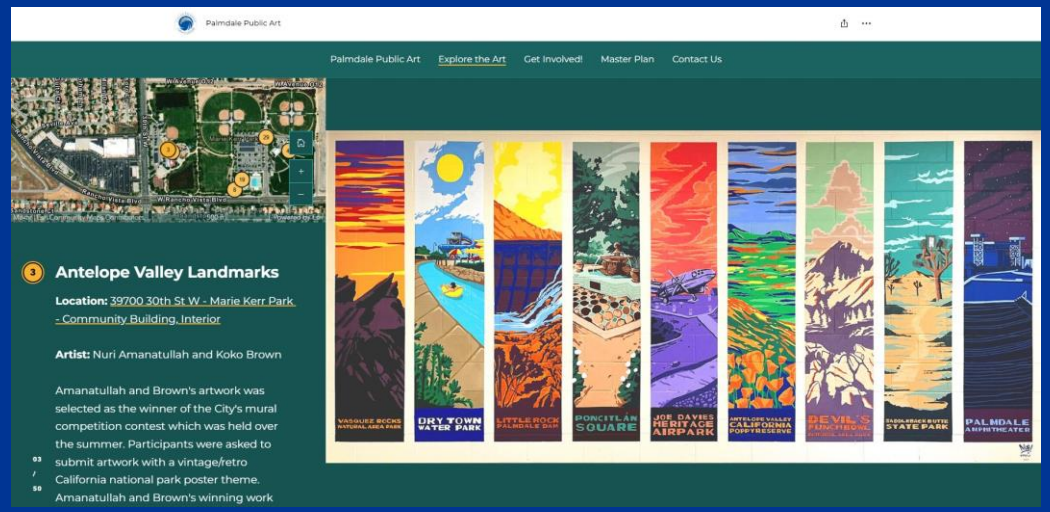
Cultural art project with five tribal partners:

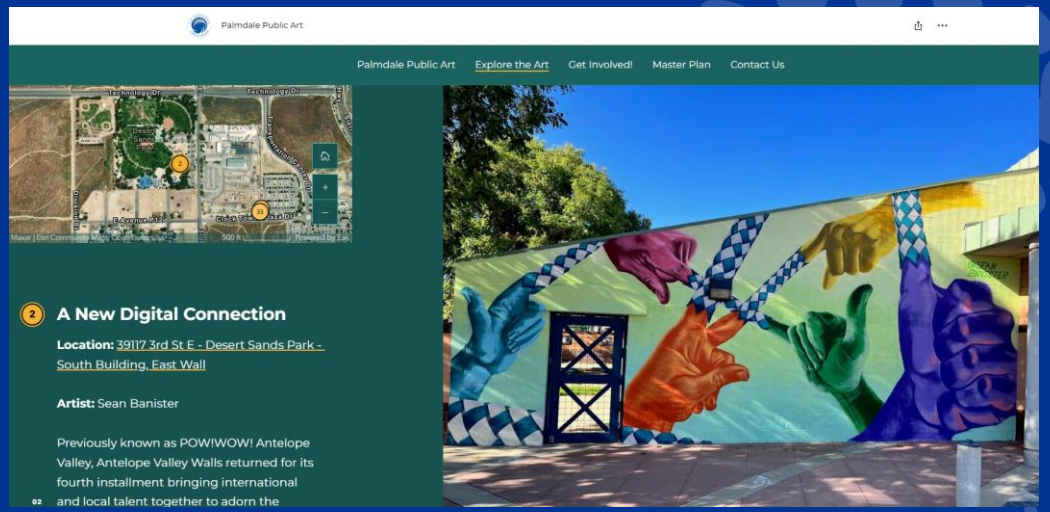
Fernandeno Tataviam Band of Mission Indians
Morongo Band of Mission Indians
San Fernando Band of Mission Indians
San Manuel Band of Mission Indians
Tejon Indian Tribe

STORY MAPPING









MURAL RESOURCE GUIDE

CELEBRATING COMMUNITY THROUGH MURALS

The City has embraced the growing tradition of creating murals that reflect the stories and culture of our residents and neighborhoods. Public art celebrates the unique character of our community and honors our shared history.

Why Mural Art?

- Murals reduce instances of vandalism by transforming blank walls into vibrant artworks.
- Palmdale's Public Safety department encourages public art as part of Crime Prevention Through Environmental Design (CPTED).
- Adding a mural to your property enhances its aesthetic appeal and fosters a sense of community pride.





Transform Your Space

Want to learn more about creating a mural on private property or public right-of-way? Visit **www.CityOfPalmdaleCA.gov/PublicArt**. This guide provides essential information on how to get started, from proposal reviews by the Public Art Commission to ensuring the mural is aligned with the site's architecture and social context.

CITY OF PALMDALE

PALMDALE PUBLIC ART

CELEBRANDO LA COMUNIDAD A TRAVÉS DE MURALES

La ciudad ha adoptado la creciente tradición de crear murales que reflejan las historiasy la cultura de nuestros residentes y vecindarios. El arte público celebra el carácter único de nuestra comunidad y honra nuestra historia compartida.

¿Por qué el arte mural?

- Los murales reducen los casos de vandalismo al transformar paredes vacías en obras de arte vibrantes.
- El Departamento de Seguridad Pública de Palmdale fomenta el arte público como parte de la Prevención del Delito a Través del Diseño Ambiental (CPTED).
- Agregar un mural a su propiedad mejora su atractivo estético y fomenta un sentido de orgullo comunitario.



Transforma su Espacio

¿Quiere obtener más información sobre cómo crear un mural en una propiedad privada o en una vía pública? Visite **www.CityofPalmdaleCA.gov/PublicArt**. Esta guía proporciona información esencial sobre cómo empezar, desde las revisiones de propuestas por parte de la Comisión de Arte Público hasta cómo garantizar que el mural esté alineado con la arquitectura y el contexto social del sitio.

CITY OF PALMDALE

PALMDALE PUBLIC ART

PROPOSED PUBLIC ART PROJECTS FY 25-26

- Courson Park Mural Project
- Amargosa Sculpture Installation (four sculptures)
- Sculpture for Palmdale Transportation Center Roundabout
- Small Mural Mentor Program
- Sculptures for Civic Center Roundabouts on 10th St. E (two sculptures)
- Walk on Words
- Temporary Artwork for Kaleidoscope Fall Frenzy



QUESTIONS?

