

OFFICE OF THE CITY ATTORNEY
DAWN MCINTOSH, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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AGREEMENT

36583

THIS AGREEMENT is made and entered, in duplicate, as of October 11, 2022 by and between LDV, INC., a Wisconsin corporation ("Contractor"), with a place of business located at 180 Industrial Drive, Burlington, WI 53105, and the CITY OF LONG BEACH ("City"), a municipal corporation.

WHEREAS, Section 2.84.010 of the Long Beach Municipal Code authorizes the Purchasing Agent to enter contracts or purchase orders for purchases relating to homeland security when such purchases are funded with grant funds; and

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase a 2022 Mobile Command Center Equipment Vehicle on a diesel crew cab chassis with 12" custom storage body, including all needed communication equipment, cabinets, fiberglass insulation and other accessories using such grant funding; and

WHEREAS, Houston-Galveston Area Council of Governments has a contract for the purchase of these special emergency vehicles, Contract No. AM10-20 ("H-GAC Contract"); and

WHEREAS, the FY 2020 Urban Area Security Initiative ("UASI") Grant Program Subaward Agreement approved by the City Council of the City of Long Beach at its meeting on April 19, 2022, authorizes the City to purchase a 2022 Mobile Command Center Equipment Vehicle on a diesel crew cab chassis with 12" custom storage body, including all needed communication equipment, cabinets, fiberglass insulation and other accessories by virtue of the H-GAC Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The H-GAC Contract with Contractor, attached hereto as Exhibit "A",

1 is incorporated by this reference as if fully set forth, and the same terms and conditions
2 contained in the H-GAC Contract shall be applicable here except as follows:

3 A. Wherever the H-GAC Contract refers to the Houston-Galveston
4 Area Council of Governments, it shall be deemed to refer to the City of Long Beach;

5 B. Contractor shall sell, furnish and deliver to the City a 2022
6 Mobile Command Center Equipment Vehicle on a diesel crew cab chassis with 12"
7 custom storage body of substantially the same type and kind purchased under the
8 Houston-Galveston Area Council of Governments, except as modified by Exhibit "B"
9 attached hereto and incorporated by this reference, in an annual amount not to
10 exceed Three Hundred Eighteen Thousand One Hundred Ninety-Seven Dollars
11 (\$380,197), including tax and shipping. To the extent that the H-GAC Contract and
12 this Agreement are inconsistent, the following priority shall govern: (1) this
13 Agreement and (2) the H-GAC Contract.

14 C. Payment for the 2022 Mobile Command Center Equipment
15 Vehicle on a diesel crew cab chassis with 12" custom storage body purchased from
16 Contractor by the City shall be made by the City on delivery to and acceptance of
17 the 2022 Mobile Command Center Equipment Vehicle by the City and submittal of
18 an invoice to the City. Payment is due thirty (30) days after the date of the invoice.

19 D. This vehicle purchase is being made in accordance with these
20 outlined grant provisions using UASI 21 grant funding with a performance period of
21 September 1, 2021 to April 30, 2024. Exhibit "C", titled "Attachment to Purchase
22 Order Purchasing Requirements for Urban Areas Security Initiative Grant Funding -
23 Title 2 CFR, Appendix II Part 200" is hereby attached hereto and incorporated by
24 this reference.

25 E. All warranties shall accrue to the City of Long Beach.
26 Notwithstanding anything contained in the Agreement to the contrary, the
27 Performance Bond shall not cover and Surety shall not be liable for any obligation
28 of the principal under a warranty or maintenance agreement that extends beyond

1 one year after final acceptance by the owner. The intent of this modification being
2 to limit the obligation of the Surety for defective or warranty work under the contract
3 to one year following final acceptance by owner.

4 F. If Contractor delivers to City any equipment, article, method,
5 formula or process of which the whole, or any part thereof, is covered by letters
6 patent, Contractor shall either be the owner of the letters patent covering the same
7 or be a licensee or grantee of such patent so as to entitle City to Purchase, acquire
8 and use said equipment, article, appliance, method, formula or process.
9 Contractor shall indemnify, defend, and hold City harmless from and against any
10 and all liability, claim, demand, damages, causes of action, cost or expenses
11 (including reasonable attorney's fees) in connection with any infringement or
12 allege infringement of any letters patent, or patent rights of any nature, with respect
13 to any equipment, article, appliance, method, formula or process delivered to City
14 pursuant to this Contract or resulting from the use thereof by City. If the City is
15 legally prevented from the use of any equipment, article, appliance, method,
16 formula or process covered by or alleged to be covered by letters patent, the
17 indemnification heretofore provided for shall include, at the option of City, the
18 removal of said equipment, article, or appliance, and Contractor shall furnish City
19 with substitute equipment, article, appliance, method, formula or process
20 complying fully with the terms of this Contract. The substitution of any equipment,
21 article, appliance, method, formula or process by Contractor shall not terminate
22 the indemnification provisions of this Contract, but said provisions shall remain in
23 effect so long as City retains and uses said equipment, article, appliance, method,
24 formula or process.

25 G. This Agreement shall be governed by and construed pursuant
26 to the laws of the State of California, except those provisions of California law
27 pertaining to conflicts of law. Any action involving this Agreement shall be brought
28 in the Los Angeles Superior Court, Long Beach Judicial District, or the United States

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District Court for the State of California located in Los Angeles.

H. Contractor shall comply with all laws, ordinances, rules and regulations of and obtain all permits, licenses, and certificates required by all federal, state and local governmental authorities.

I. In connection with performance of this Agreement and federal laws, rules, and regulations, Contractor shall not discriminate in employment or in the performance of this Agreement on the basis of race, religion, national origin, color, age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or disability.

J. The acceptance of any services or the payment of any money by City shall not operate as a waiver of any provisions of this Agreement, or of any right to damages or indemnity stated herein. The waiver of any breach of this Agreement shall constitute a waiver of any other or subsequent breach of this Agreement.

K. This Agreement was created as a joint effort of both parties and neither it nor any part of it shall be construed against one party as the drafter.

L. Termination of this Agreement shall not affect rights or liabilities of the parties which accrued prior to the termination and shall not extinguish any warranties.

M. Contractor shall not use the name of City, its officials or employees in any advertising or solicitation for business nor as a reference without the prior written approval of City's City Manager.

N. This Agreement is intended by the parties to benefit themselves only and is not in any way intended or designed to or entered for the purpose of creating any benefit or right for any person or entity of any kind that is not a party to this Agreement.

O. In performing hereunder, Contractor is and shall act as an independent contractor and neither Contractor nor its employees, agents, suppliers

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1 or subcontractors shall act as or be deemed employees, representatives or agents
2 of City.

3 P. The terms and conditions of this Agreement are severable. If
4 any term or condition is held invalid, void or unenforceable, the remaining terms and
5 conditions shall be given effect.

6 Q. Neither this Agreement nor any money that becomes due to
7 Contractor under this Agreement may be assigned by Contractor without the
8 prior written consent of the City Manager or his designee.

9 R. In the event of any conflict or ambiguity between this
10 Agreement and any Exhibit, the provisions of this Agreement shall govern.

11 S. If there is any legal proceeding between the parties to enforce
12 or interpret this Agreement or to protect or establish any rights or remedies
13 hereunder, the prevailing party shall be entitled to its cost and expenses, including
14 reasonable attorney's fees.

15 2. Any notice given under this Agreement shall be in writing and
16 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
17 delivered or mailed to Contractor at the relevant address first stated above, and to the City
18 at 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 3. The terms appearing on the H-GAC Contract are incorporated in this
21 Agreement.

22 4. Contractor shall cooperate with the City in all matters relating to self-
23 accrual of use tax. Contractor shall contact the City Treasurer for additional information
24 regarding self-accrual.

25 5. This Agreement and all documents which are incorporated by
26 reference in this Agreement constitute the entire understanding between the parties and
27 supersede all other agreements, oral or written, with respect to the subject matter of this
28 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

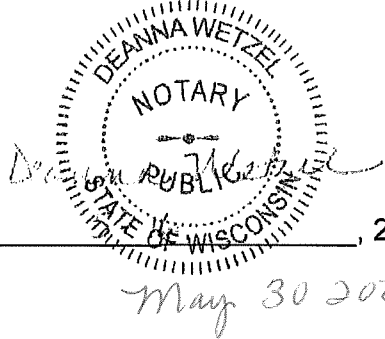
LDV, INC., a Wisconsin corporation

5/15, 2023

By [Signature]
Name Kurt Petrie
Title President

May 15, 2023

By [Signature]
Name Mary Lynch
Title Vice President



[Signature], 2023

"Contractor"
CITY OF LONG BEACH, a municipal corporation
By Linda J. Japen
City Manager

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"City"

This Agreement is approved as to form on May 18, 2023.

DAWN MCINTOSH, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

AMENDMENT No. 1 to CONTRACT No. AM10-20
For
Ambulances, EMS & Other Special Service Vehicles
Between
HOUSTON-GALVESTON AREA COUNCIL
And
LDV, Inc.


THIS AMENDMENT modifies the above referenced Contract as follows:

This contract is extended through September 30, 2023 Midnight CT.

Unless otherwise noted, this amendment goes into effect on the date signed by **H-GAC**. All other terms and conditions of this Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized representatives.

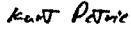
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:


62EC270D9D61423...
Chuck Wemple, Executive Director

Date: 9/30/2022

Signed for: **LDV, Inc.**

DocuSigned by:


CC090D9EA759487...
Kurt Petrie

Printed Name & Title:

Kurt Petrie President

Date: 9/27/2022

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - LDV, Inc. - Public Services - -ID: 5690 20-01128

GENERAL PROVISIONS

This Agreement is made and entered into, by and between the Houston-Galveston Area Council hereinafter referred to as H-GAC having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and LDV, Inc., hereinafter referred to as the Contractor, having its principal place of business at 180 Industrial Drive, Burlington, WI 53105.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2: APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances, and laws, in effect or promulgated during the term of this Agreement, including without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Contractor shall furnish H-GAC with satisfactory proof of its compliance therewith.

ARTICLE 3: INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee related disputes and discrepancies, including employee payrolls and any claims arising therefrom.

ARTICLE 4: WHOLE AGREEMENT

The General Provisions, Special Provisions, and Attachments, as provided herein, constitute the complete Agreement ("Agreement") between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5: SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in an Attachment to this Agreement.

ARTICLE 6: PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins Oct 01 2020 and ends Sep 30 2022. All services under this Agreement must be rendered within this performance period, unless directly specified under a written change or extension provisioned under Article 14, which shall be fully executed by both parties to this Agreement.

ARTICLE 7: PAYMENT OR FUNDING

Payment provisions under this Agreement are outlined in the Special Provisions.

ARTICLE 8: REPORTING REQUIREMENTS

If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may terminate this agreement with notice as identified in Article 15 of these General Provisions. H-GAC has final determination of the adequacy of performance and reporting by Contractor. Termination of this agreement for failure to perform may affect Contractor's ability to participate in future opportunities with H-GAC. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

Any additional reporting requirements shall be set forth in the Special Provisions of this Agreement.

ARTICLE 9: INSURANCE

Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as outlined and defined in the attached Special Provisions.

ARTICLE 10: SUBCONTRACTS and ASSIGNMENTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC. The Contractor acknowledges that H-GAC is not liable to any subcontractor or assignee of the Contractor. The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor. Contractor shall give all required notices, and comply with all laws and regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable law or regulation, H-GAC shall not be responsible for monitoring Contractor's compliance, or that of Contractor's subcontractors, with any laws or regulations.

ARTICLE 11: AUDIT

Notwithstanding any other audit requirement, H-GAC reserves the right to conduct or cause to be conducted an independent audit of any transaction under this Agreement, such audit may be performed by the H-GAC local government audit staff, a certified public accountant firm, or other auditors designated by H-GAC and will be conducted in accordance with applicable professional standards and practices. The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any findings that result in monetary obligations to H-GAC.

ARTICLE 12: EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas, and United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or

off the premises by authorized representatives of its own or any public accounting firm selected by H-GAC. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees that the examination of records outlined in this article shall be included in all subcontractor or third-party agreements.

ARTICLE 13: RETENTION OF RECORDS

The Contractor and its subcontractors shall maintain all records pertinent to this Agreement, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than seven (7) years from the later of the date of acceptance of the final payment or until all audit findings have been resolved. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the seven (7) years, whichever is later, and until any outstanding litigation, audit, or claim has been fully resolved.

ARTICLE 14: CHANGES AND AMENDMENTS

- A. Any alterations, additions, or deletions to the terms of this Agreement, which are required by changes in federal or state law or by regulations, are automatically incorporated without written amendment hereto, and shall become effective on the date designated by such law or by regulation.
- B. To ensure the legal and effective performance of this Agreement, both parties agree that any amendment that affects the performance under this Agreement must be mutually agreed upon and that all such amendments must be in writing. After a period of no less than 30 days subsequent to written notice, unless sooner implementation is required by law, such amendments shall have the effect of qualifying the terms of this Agreement and shall be binding upon the parties as if written herein.

ARTICLE 15: TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated for Convenience or Default.

A. Convenience

H-GAC may terminate this Agreement at any time, in whole or in part, with or without cause, whenever H-GAC determines that for any reason such termination is in the best interest of H-GAC, by providing written notice by certified mail to the Contractor. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination.

The Contractor may cancel or terminate this Agreement upon submission of thirty (30) days written notice, presented to H-GAC via certified mail. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement, in any one of the following circumstances:

- (1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or
- (2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreements that completion of services herein specified within the Agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period often (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

ARTICLE 16: SEVERABILITY

H-GAC and Contractor agree that should any provision of this Agreement be determined to be invalid or unenforceable, such determination shall not affect any other term of this Agreement, which shall continue in full force and effect.

ARTICLE 17: FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 18: CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractor, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or Contractor approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 19: FEDERAL COMPLIANCE

Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment, Contractor shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) the Fair Labor Standards Act of 1938 (29 USC 676 et. seq.), (d) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (e) the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.) and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (f) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (h) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in any specific statute(s)

applicable to any Federal funding for this Agreement; (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement; (l) applicable provisions of the Clean Air Act (42 U.S.C. §7401 et seq.), the Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and the Environmental Protection Agency regulations at 40 CFR Part 15; (m) applicable provisions of the Davis- Bacon Act (40 U.S.C. 276a - 276a-7), the Copeland Act (40 U.S.C. 276c), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332), as set forth in Department of Labor Regulations at 20 CFR 5.5a; (n) 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 (P.L. 94-163).

ARTICLE 20: CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees to perform the Agreement in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of any related state or federal agency. The Contractor agrees to promptly notify H-GAC of any actual or suspected fraud, abuse, or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof. Contractor shall notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit, in carrying out a full investigation of all such incidents.

The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 21: INDEMNIFICATION AND RECOVERY

H-GAC's liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgements, and liens arising as a result of Contractor's negligent act or omission under this Agreement. Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against Contractor relating to this Agreement.

ARTICLE 22: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the Contractor and an END USER, Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC, is limited to the price of the particular products/services sold hereunder, and Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will Contractor be liable for any loss of use, loss of time, inconvenience, commercial loss, loss of profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to

END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 23: TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 24: JOINT WORK PRODUCT

This Agreement is the joint work product of H-GAC and the Contractor. This Agreement has been negotiated by H-GAC and the Contractor and their respective counsel and shall be fairly interpreted in accordance with its terms and, in the event of any ambiguities, no inferences shall be drawn against any party.

ARTICLE 25: DISPUTES

All disputes concerning questions of fact or of law arising under this Agreement, which are not addressed within the Whole Agreement as defined pursuant to Article 4 hereof, shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 26: CHOICE OF LAW: VENUE

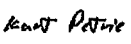
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the law and venue rules of the state of purchase. Contractor shall immediately notify H-GAC of such disputes.


ARTICLE 27: ORDER OF PRIORITY

In the case of any conflict between or within this Agreement, the following order of priority shall be utilized: 1) General Provisions, 2) Special Provisions, 3) Scope of Work, and, 4) Other Attachments.

SIGNATURES:

H-GAC and the Contractor have read, agreed, and executed the whole Agreement as of the date first written above, as accepted by:

LDV, Inc. DocuSigned by:
Signature 
GC090D9EA759487...
Name Kurt Petrie
Title President
Date 10/23/2020

H-GAC DocuSigned by:
Signature 
82EC270D5D61423...
Name Chuck Wemple
Title Executive Director
Date 10/29/2020

H-GAC

Houston-Galveston Area Council

P.O. Box 22777 · 3555 Timmons · Houston, Texas 77227-2777

Cooperative Agreement - LDV, Inc. - Public Services -

20-01128

SPECIAL PROVISIONS

Incorporated by attachment, as part of the whole agreement, H-GAC and the Contractor do, hereby agree to the Special Provisions as follows:

ARTICLE 1: BIDS/PROPOSALS INCORPORATED

In addition to the whole Agreement, the following documents listed in order of priority are incorporated into the Agreement by reference: Bid/Proposal Specifications and Contractor's Response to the Bid/Proposal.

ARTICLE 2: END USER AGREEMENTS ("EUA")

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement ("EUA") with the **Contractor** through this Agreement, and that the term of the EUA may exceed the term of the current **H-GAC** Agreement. **H-GAC's** acknowledgement is not an endorsement or approval of the End User Agreement's terms and conditions. **Contractor** agrees not to offer, agree to or accept from the **END USER**, any terms or conditions that conflict with those in **Contractor's** Agreement with **H-GAC**. **Contractor** affirms that termination of its Agreement with **H-GAC** for any reason shall not result in the termination of any underlying EUA, which shall in each instance, continue pursuant to the EUA's stated terms and duration. Pursuant to the terms of this Agreement, termination of this Agreement will disallow the **Contractor** from entering into any new EUA with **END USERS**. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any EUAs, surviving termination of this Agreement between **H-GAC** and **Contractor**.

ARTICLE 3: MOST FAVORED CUSTOMER CLAUSE

Contractor shall provide its most favorable pricing and terms to **H-GAC**. If at any time during this Agreement, **Contractor** develops a regularly followed standard procedure of entering into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **Contractor** shall notify **H-GAC** within ten (10) business days thereafter, and this Agreement shall be deemed to be automatically retroactively amended, to the effective date of **Contractor's** most favorable past agreement with another entity. **Contractor** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER** as provided in its most favorable past agreement. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **Contractor** claims that a more favorable price, warranty, benefit, or term that was charged or offered to another entity during the term of this Agreement, does not constitute more favorable treatment, than **Contractor** shall, within ten (10) business days, notify **H-GAC** in writing, setting forth the detailed reasons **Contractor** believes the aforesaid offer is not in fact most favored treatment. **H-GAC**, after due consideration of **Contractor's** written explanation, may decline to accept such explanation and thereupon this Agreement between **H-GAC** and **Contractor** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties,

benefits, or terms to H-GAC and the END USER.

EXCEPTION: *This clause shall not be applicable to prices and price adjustments offered by a bidder, Proposer or contractor, which are not within bidder's/proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 4: PARTY LIABILITY

Contractor's total liability under this Agreement, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to the price of the particular products/services sold hereunder. Contractor agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. Contractor accepts liability to repay, and shall repay upon demand to END USER, any amounts determined by H-GAC, its independent auditors, or any state or federal agency, to have been paid in violation of the terms of this Agreement.

ARTICLE 5: GOVERNING LAW & VENUE

Contractor and H-GAC agree that Contractor will make every reasonable effort to resolve disputes with the **END USER** in accord with the law and venue rules of the state of purchase. **Contractor** shall immediately notify **H-GAC** of such disputes.

ARTICLE 6: SALES AND ORDER PROCESSING CHARGE

Contractor shall sell its products to **END USERS** based on the pricing and terms of this Agreement. **H-GAC** will invoice **Contractor** for the applicable order processing charge when H-GAC receives notification of an **END USER** order. **Contractor shall remit to H-GAC** the full amount of the applicable order processing charge, after delivery of any product or service and subsequent **END USER** acceptance. Payment of the Order Processing Charge shall be remitted from Contractor to H-GAC, within thirty (30) calendar days or ten (10) business days after receipt of an **END USER's** payment, whichever comes first, notwithstanding Contractor's receipt of invoice. For sales made by **Contractor** based on this Agreement, including sales to entities without Interlocal Agreements, **Contractor** shall pay the applicable order processing charges to **H-GAC**. Further, **Contractor** agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an **H-GAC** Interlocal Agreement. **H-GAC** reserves the right to take appropriate actions including, but not limited to, Agreement termination if **Contractor** fails to promptly remit the appropriate order processing charge to H-GAC. In no event shall **H-GAC** have any liability to **Contractor** for any goods or services an **END USER** procures from **Contractor**. At all times, **Contractor** shall remain liable to pay to **H-GAC** any order processing charges on any portion of the Agreement actually performed, and for which compensation was received by **Contractor**.

ARTICLE 7: LIQUIDATED DAMAGES

Contractor and H-GAC agree that Contractor shall cooperate with the **END USER** at the time an **END USER** purchase order is placed, to determine terms for any liquidated damages.

ARTICLE 8: INSURANCE

Unless otherwise stipulated in Section B of the Bid/Proposal Specifications, **Contractor** must have the following insurance and coverage minimums:

- a. **General liability** insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General

Aggregate limit of at least two times the Single Occurrence limit.

Product liability insurance with a Single Occurrence limit of at least \$1,000,000.00, and a General Aggregate limit of at least two times the Single Occurrence limit for all Products except Automotive Fire Apparatus. For Automotive Fire Apparatus, see Section B of the Bid/Proposal Specifications.

Property Damage or Destruction insurance is required for coverage of **End User** owned equipment while in **Contractor's** possession, custody or control. The minimum Single Occurrence limit is \$500,000.00 and the General Aggregate limit must be at least two times the Single Occurrence limit. This insurance may be carried in several ways, e.g. under an Inland Marine policy, as art of Automobile coverage, or under a Garage Keepers policy. In any event, this coverage must be specifically and clearly listed on insurance certificate(s) submitted to **H-GAC**.

- b. Insurance coverage shall be in effect for the length of any contract made pursuant to the Bid/Proposal, and for any extensions thereof, plus the number of days/months required to *deliver* any outstanding order after the close of the contract period.
- c. Original Insurance Certificates must be furnished to **H-GAC** on request, showing **Contractor** as the insured and showing coverage and limits for the insurances listed above.
- d. If any Product(s) or Service(s) will be provided by parties other than **Contractor**, all such parties are required to carry the minimum insurance coverages specified herein, and if requested by **H-GAC**, a separate insurance certificate must be submitted for each such party.
- e. **H-GAC** reserves the right to contact insurance underwriters to confirm policy and certificate issuance and document accuracy.

ARTICLE 9: PERFORMANCE AND PAYMENT BONDS FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB); therefore, Contractor shall offer pricing that reflects this cost savings. **Contractor** shall remain prepared to offer a PPB to cover any order if so requested by the **END USER**. **Contractor** shall quote a price to **END USER** for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of **END USER's** purchase order.

ARTICLE 10: CHANGE OF STATUS

Contractor shall immediately notify **H-GAC**, in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name. Contractor shall offer written guidance to advise **H-GAC** if this Agreement shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Agreement.

ARTICLE 11: TEXAS MOTOR VEHICLE BOARD LICENSING

All that deal in motor vehicles shall maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Agreement term, any required **Contractor** license is denied, revoked, or not renewed, **Contractor** shall be in default of this Agreement, unless the Texas Motor Vehicle

Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

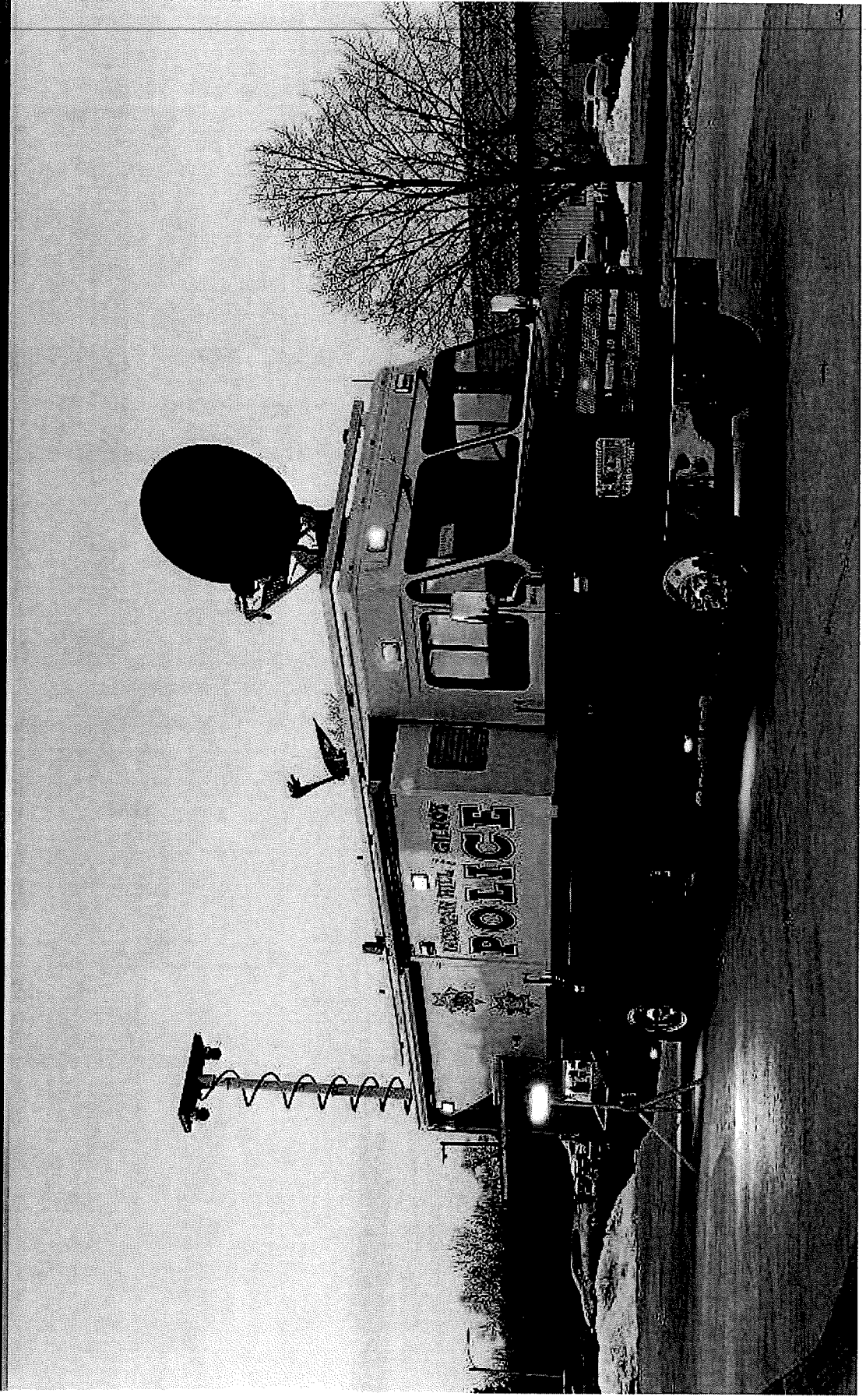
Attachment A LDV, Inc. Ambulances, EMS & Other Special Service Vehicles Contract No.: AM10-20		
M LDV		
These units can only be sold outside Texas		
C. Other Specialty Vehicle or Equipment		
AM20MC01	SS23EBQ-CC, 23' Equipment/BOD/SWAT/DIVE/MCC Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 105,101.00
AM20MC02	SS23RDV-CC, 23' Rapid Deployment Vehicle on a 14,500lb GVWR cutaway van gas chassis with a 13' load space.	\$ 76,453.00
AM20MC03	SS28EBQ-SV, 28' Equipment/EOD/SWAT/DIVE/MCC Vehicle on a Freightliner MT-55 26,000-lb. GVWR diesel chassis with spring rear suspension hydraulic brakes and a 20' load space stepvan	\$ 192,027.00
AM20MC04	SS34FC-SV, 34' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic Brakes and a 24' load space stepvan	\$ 274,572.00
AM20MC05	SS36FC-SV, 36' Mobile Command Center on a Freightliner MT-55 26,000-lb GVWR diesel chassis with Air Ride Suspension Hydraulic Brakes and a 26' load space stepvan.	\$ 303,942.00
AM20MC06	SS40FC1S-CC, 40' Mobile Command Center with 1 slideout on a 33,000-lb. GVWR diesel cab-chassis with air ride suspension air brakes and a 30' load space.	\$ 467,908.00
AM20MC07	SS40FC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 393,218.00
AM20MC08	SS40FC-SV, 40' Mobile Command Center on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 334,045.00
AM20MC09	SS40RC1S-SV, 40' Mobile Command Center with 1 slideout on a Freightliner MT-55 30,000-lb GVWR diesel chassis with air ride suspension air brakes and a 30' load space stepvan.	\$ 392,849.00
AM20MC10	C28MED18, 28' 1 Room Mobile Clinic on a 4x2 19,500-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 20' load space.	\$ 140,408.00
AM20MC11	C34MED24, 34' 1 Room Mobile Clinic on a 25,999-lb. GVWR gas chassis with spring suspension hydraulic brakes and a 24' load space.	\$ 186,831.00
AM20MC12	S32MED22, 32' 2 Room Mobile Clinic on a 22,000-lb GVWR gas chassis with spring suspension hydraulic brakes and a 22' load space stepvan.	\$ 186,196.00
AM20MC13	MCC302990, 28' Mobile Command Center on a 11,440-lb. GVWR tandem axle trailer.	\$ 85,119.00
AM20MC14	T35MCC32, 35' Mobile Command Center with 1 slideout on a 19,800-lb GVWR triple axle trailer.	\$ 350,072.00
AM20MC15	MCC302200 40' Mobile Command Center on a 54,000 lb GVWR diesel cab-chassis with a 29.5' all aluminum body and two slide outs.	\$ 860,153.00
AM20MC16	SS24RC-CC 24' Mobile Command Center on a 14,500 lb GVWR gas cutaway van with 14' load space body.	\$ 150,982.00
AM20MC17	C22EBQ-33732 22' Equipment Vehicle on a 19,500 lb GVWR diesel crew cab chassis with 12' custom storage body.	\$ 283,882.00

AM20MC18	M45EWC38121712 45' Mobile Command Vehicle on a Class A motorhome shell with 52,000 lb diesel chassis and four slide outs.	\$ 1,127,291.00
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**MARKETING STRATEGY
HOUSTON-GALVESTON AREA COUNCIL**



DocuSign Envelope ID: 5E850972-3A74-4995-AB9E-E2C6AFCD149B





Strategies

- a) Upon Award, LDV will perform the following marketing activities to promote the H-GAC contract:
 - a) Advertise HGAC on company website at www.LDVUSA.com
 - a) Clearly labeled and prominently displayed links to "How to Buy" and "Resources" pages will directly promote and link to HGAC
 - b) Send newsletter to HGAC Members via email
 - a) Members must have address on file w/ LDV to receive communication
 - b) Regular customer communication showing new technology, LDV vehicles in the community as well as maintenance and technical tips
 - c) Tradeshow and Road shows with stops in Texas
 - a) LDV attends 15 – 20 trade shows annually and will promote the contract at those shows
 - d) Promote HGAC contract with current customers

YOUR CUSTOM VEHICLE PARTNER.



www.LDVusa.com | 800-558-5986 |     

EXHIBIT “B”



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

10/7/2022

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both the PO and the Worksheet MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Department of Financial Management/ Fleet Services Bureau	Contractor:	LDV Inc.
Contact Person:	Juan L Mercado	Prepared By:	Craig Conell
Phone:	562-570-5410	Phone:	262-767-2420
Fax:	562-570-5414	Fax:	262-767-2529
Email:	juan.mercado@longbeach.gov	Email:	cconell@ldvusa.com
Product Code:	AM20MC17	Description:	C22EEQ-33732 - 4x4 Crew cab diesel 19,500 lb GVW chassis with all-aluminum welded 12' body. Includes NFPA treadplate roof. Custom running boards and rear bumper. LED clearance lights. Back-up camera. LED
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:			340695

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Qty.2 SS0209 One foot of body length, including wall, ceiling and	\$ 3,131.20		
Qty.1 SS1601 External 26ft mast	\$ 7,141.27		
Qty.2 SS1612 Axis IP camera package w/ controller & mast mount	\$ 16,146.04		
Qty.2 SS1522 43" LED TV, w/wall mount	\$ 3,177.60		
Qty.1 SS1606 Exterior Mast Nycoil Canister	\$ 1,584.16		
Qty.1 SS1608 Mast lookup light mounted on mast.	\$ 116.01		
Qty.1 SS1611 Exterior Weather Proof Mast up/down switch	\$ 275.63		
Qty.5 SS1702 Prewire Radio with NMO antenna base antenna/pow	\$ 3,266.70		
Qty.1 SS1706 Roof antenna chase 3" x 3" aluminum tubing	\$ 5,074.52		
Qty.1 SS2301 Aluminum Roof Access Ladder.	\$ 1,612.01		
		Subtotal From Additional Sheet(s):	0
		Subtotal B:	41525.14

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Chassis change Ford F-550 Diesel to Dodge Ram 5500 Gas	-10962.14		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	-10962.14

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: -3%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	371258	=	Subtotal D:	371258
					Subtotal E:	1000

F. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Delivery	\$ 7,939.00		
		Subtotal F:	7939

Delivery Date: 4/30/2024 **G. Total Purchase Price (D+E+F):** 380197



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**PRELIMINARY
SPECIFICATIONS FOR:**

**LONG BEACH DISASTER PREPAREDNESS
& EMERGENCY COMMUNICATIONS (CA)**

MOBILE COMMAND VEHICLE

**HGAC LDV# AM20MC17
LDV PROPOSAL # C24MCC-35403-22**

DATE

OCTOBER 6, 2022 REV3

~~OCTOBER 5, 2022 REV2~~

~~SEPTEMBER 27, 2022 REV4~~

~~SEPTEMBER 26, 2022~~



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PRICING PAGE: (HGAC contract AM10-20)

Total price per unit as specified, FOB Origin	\$400,063.00
Discount amount	-\$28,805.00
HGAC discounted price for 1 unit as specified	\$371,258.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$372,258.00
Delivery charge to LONG BEACH (CA)	\$7,939.00

Total price per unit	\$380,197.00
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Delivery terms: Projected delivery January 2024

Payment Terms: Net 30.

Quote is firm for 30 days from specification date.

Quoted price does not include any applicable FET, federal, state or local tax unless specified.



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Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u></p> <ul style="list-style-type: none"> • 14' dry van • Cab-to-Axle 108" • Wheelbase of chassis: 192.5" • Overall length of apparatus: 312" • Overall apparatus width, rub rail to rub rail: 96" • Overall height of apparatus (loaded): 134" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 168" • Interior raw body width: 93" • Interior finished body width: 87" <p>Final measurements are dependent on body builder, chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		<u>CHASSIS:</u>
2.01	1	<p>New Dodge Ram 5500 Reg Cab Chassis 4X2, 192.5" WB,</p> <ul style="list-style-type: none"> • Engine: HEMI 6.4L V-8 OHV SMPI 16 valve engine (Gas engine) • Transmission: 6-Spd Auto Aisin AS66RC HD • 4.89 Axle Ratio • Tires: 225/70R19.5G All Position • Wheels: 19.5 Forged Alum Polished Wheels • Black Tubular Side Steps • GVWR: 19,500 lbs. • 220-amp HD alternator • Color: Bright White
2.02	1	Federal Signal Back-up alarm model 210331.
2.03	1	<p>Ignition Interlock to prevent vehicle from starting when any of the external devices are deployed.</p> <ul style="list-style-type: none"> • Dash mounted indicator light(s) show which device is engaging the interlock. • Override button allows for moving the vehicle in an emergency situation.
2.04	1	US DOT triangle reflector kit with three (3) triangles, for compliance with FMCSA regulations. Includes plastic storage case. Kit will be shipped loose in the vehicle.
3.00		<u>BODY:</u>
3.01	1	<p>Load space area shall be 84" high (ID) x 96" wide (OD) x 14' (ID) long custom all aluminum dry van body with the following:</p> <ul style="list-style-type: none"> • Construction: (.050) Pre-painted white aluminum panels with aluminum "Z" posts on 16" centers • Rivetless smooth sided body • Skirting: 0.090 pre-painted white aluminum skirting. Same height as rear step and side door. • Radius Front: (5.5") Radius, aluminum front corner posts • Roof: (.032) Aluminum with bows 16" O.C. 5" Stainless steel roof radius, polished aluminum castings on front corners and Truck Lite #36 LED clearance lights.



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Item	Qty	
		<ul style="list-style-type: none"> • Rear Frame: stainless steel • Side Door: Stepwell door, door swings to front with Two (2) step, aluminum step well, • Rear Doors--Solid rear with aluminum white sheet and aluminum Z post. • Rear: Closed face bumper step painted black. • Floor: 1-1/8" Laminated hardwood. • Understructure: 3" I beam crossmembers on 12" centers with alternating crossmembers gusseted to long sills • Lights: Exterior - LED lights per FMVSS-108 with reflectors as required. • Mounting: Hardwood isolator with 5/8" zinc plated U-bolts installed through steel crush pipe between chassis frame. Structural steel channel anti-shift "standards" welded to long sills, one each side of the body.
3.02	1	<p>32" wide aluminum sedan door with key locking handle hardware. Includes 16" wide x 24" high fixed window. Door shall have continuous stainless-steel piano hinge, two (2) nylon door straps and an aluminum drip rail.</p> <p>NOTE: Curb side door.</p>
3.03	1	<p>Walk through access from cab to body, finished with fabric/carpet that matches interior.</p> <p>NOTE: Interior dome fabric: Silver Mist</p>
3.04	1	Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
3.05	1	Automatic LED courtesy light at entry door.
3.06	1	24" Double manually operated exterior entrance step 341500 952240RCW.
3.07	1	Entire underside shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.08	1	LDV rear mud flaps. Includes anti-sail brackets when required.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body base color shall be white.
4.02	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle.
4.03	1	<p>Custom computer-generated non-reflective vinyl graphics per customer specifications. Includes up to seventy 8"-10" letters and up to forty-five 3"-6" letters. All lettering can be shaded or outlined.</p> <p>Note: Graphics package does not include production of custom shields and/or seals.</p>
4.04	3	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		<p><u>INTERIOR:</u></p> <ul style="list-style-type: none"> • Wall Covering: #66 Silver Smooth FRP • Ceiling Fabric: Silver Mist • Floor Covering: #150 Onyx PVC Flooring • Office Chairs: Black • Vinyl Coverings: #WH1-2140 Whisper Black • Cabinets: #EBT-2-2002 Black Powder Coated • Counters and Tables: #4880-38 Carbon Mesh Laminate



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Item	Qty	
		Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01		Cab Area Additions: <ul style="list-style-type: none"> • Vehicle height sign on dash. • Vehicle shall have a Final Stage Vehicle Certification and Altered Vehicle Certification as required by Federal Motor Vehicle Safety Standards (FMVSS) 49 CFR Part 567.5 and 567.7 • Payload sticker in cab area with vehicle axle load ratings and available axle payload as built.
6.02	1	Color back up camera system with 7" LCD monitor and day/night camera. Camera includes a microphone for audio commands from a spotter to the driver during backing operations.
6.03	1	Rear view mirror mount bracket for back up camera monitor.
7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Install wood furring strips on interior body side posts and roof supports to provide space for the installation of insulation, conduit and electrical boxes.
7.02		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.03		Cover sub wall with smooth finish Kemlite 0.075" fiberglass reinforced plastic (FRP) lining. Wall covering shall be a continuous piece front to back, no seams acceptable.
7.04		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. Cover interior roof supports with 1/2" plywood.
7.05		Cover sub ceiling with Veelok 17-oz. ribbed loop pile fabric.
7.06		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.07		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.08		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.09	1	Flush pocket door installed on heavy-duty aluminum c-channel track with two (2) three-wheel roller trucks and soft open/close feature. Pocket door shall have recessed handle and magnetic closure to keep the door open/closed. NOTE: Pocket door located between the body and cab to close off walk through.
8.00		<u>GALLEY:</u>
8.01	1	Microwave oven, minimum 1.0 cu. ft..1000-watt. NOTE: Current model is Panasonic NN-SU656B 1.3 Cu. Ft. Black Countertop Microwave Oven
8.02	1	Norcold NR751B AC and DC powered refrigerator with the following features: <ul style="list-style-type: none"> • 2.7 cu. ft. capacity. • Freezer shelf for ice cube tray. • Door bin holds 2-liter containers. • Integrated door latch. • 120/230Vac 50/60 Hz and 12/24 Vdc
9.00		<u>SEATING:</u>
9.01	5	HON Basyx HVL210 pneumatic task chair with five-star caster spider base, adjustable height and no armrests. Chair secured with bungee cord for transit.



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Item	Qty	
9.02	5	Securement strap with buckle installed under counter to secure office chair.
10.00		<u>CABINETS:</u>
10.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinet doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinet doors swing up and gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	4	Dry erase writing surface on overhead cabinet door.
10.04	3	FRP shelf up to 40" wide with 2" lip at front edge. NOTE: Street side front closet Leave shelves in closet short to allow plugged in equipment cords.
10.05		Closet shelves shall be infinitely adjustable using mini B-line track and hardware.
10.06		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.07	5	Computer cable pass-thru grommet in counter.
10.08	1	120/240Vac Control Center, 12Vdc power panels, master disconnect switch and auto resetting breakers shall be located in cabinet as shown on drawing. NOTE: Power cabinet to be powder coated (Color: Black)
11.00		<u>HVAC SYSTEM:</u>
11.01	1	Fan-tastic Vent model 1450 3-speed reversible 12" power roof ventilator.
11.02	1	Coleman Polar Mach 8 series low profile air conditioner with thermostat. Includes: <ul style="list-style-type: none"> • 15,000 nominal Btu/hr air conditioner with condensation drains. • Grille Assembly with 5,600 Btu/hr heat strip • Wall mounted thermostat (white)
11.03	1	Broan model 174 wall mount 5,120 Btu/hr electric heater.
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Onan Commercial QG 7000 7kW 120 volt AC generator HGJAE mounted in custom fabricated all aluminum compartment. Product features: <ul style="list-style-type: none"> • Sound rating at 10 ft (3 m) full load: 70 dB(A) • Cummins Onan OHV engine • Overspeed/underspeed protection • Fuel consumption is as follows: 50% load = 0.73 GPH, full load = 1.22 GPH



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Item	Qty	
		Compartment shall be constructed to the following specifications: <ul style="list-style-type: none"> • Compartment shall be constructed from 0.187" aluminum with all welded seams. • Compartment shall have 0.125" aluminum 2" box pan door and 0.125" aluminum frame. • Door frame shall be riveted to the body and welded to the compartment. • Door shall have stainless steel hinge attached to the door and door frame with stainless machine screws. • Door shall be sealed with industrial grade neoprene gasket.
12.02	1	60A-120/240Vac and 12Vdc combined electrical control panel with the following features: <ul style="list-style-type: none"> • Generator and shore power main breakers • Six (6) AC UL listed magnetic/hydraulic branch circuit breakers with LED indicators • Six (6) DC UL listed magnetic/hydraulic circuit breakers with LED indicators • Digital AC meters: voltage, amperage • Digital DC voltmeter • Generator stop/start switch, generator hour meter
12.03		120Vac auxiliary control panels as required with UL listed magnetic/hydraulic circuit breakers and LED indicators.
12.04	1	Marincio 50A-125/250Vac shore power package including: <ul style="list-style-type: none"> • Waterproof shore power inlet with cap • 50-ft. 50A-125/250Vac shore power cord • 6-ft. 50A-125/250Vac pigtail NOTE: Locate: Street side
12.05	1	20A-125Vac duplex receptacle. NOTE: Electronics rack
12.06	5	20A-125Vac duplex receptacle with dual USB charging ports. Receptacle is not dedicated to any installed equipment. NOTE: Locate: <ul style="list-style-type: none"> (1) In-between street side workstations #1 & #2 (1) In-between street side workstations #2 & #3 (2) In-between street side closet shelves (1) In-between curb side workstations #4 & #5
12.07	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover.
12.08		Wire chase wire management raceway system located as shown on drawing. Product features: <ul style="list-style-type: none"> • Satin anodized finish. The finish resists rust, corrosion and fading. Material extruded from 6063-T5 aluminum alloy. • Removable dual cover. Makes wiring easy and accessible and provides maximum flexibility for adding or relocating outlets and circuits. The cover retention is 45 lbs. straight pull for one minute.



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Item	Qty	
		<ul style="list-style-type: none"> • UL Listed multioutlet assemblies. File E68073 Guide PVGT, Fittings: File E121188 Guide RJPR. Meets Article 380 of NEC and meets Section 12-3032 of CEC. • UL and cUL Listed component raceways. File E73943 Guide RJBT, Fittings: File E74343 Guide RJPR. Meets Article 386 of NEC and meets Section 12-600 of CEC. • UL5 and ADA compliant. Raceway and fittings meet UL5 specifications and can be installed in conformance with ADA requirements
12.09		<p><u>AC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • All AC main wiring shall be stranded THHN wire and run in non-metallic Carlon Carflex liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic Carlon Carflex liquid tight and Carlon Flex-Plus blue ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<p><u>DC ELECTRICAL SYSTEM:</u></p>
13.01	2	<p>60 amp electronic converter/charger. Product features:</p> <ul style="list-style-type: none"> • Charges up to three banks of batteries at the same time. • UL listed for safety. • Manual reset circuit breaker. • Reverse battery protection. • Electronic current limiting. • High voltage protection.
13.02	2	6V Deep Cycle Glass Mat Batteries mounted in the interior.
13.03	1	Battery combiner automatically combines the battery banks during charging and isolates when no charging sensed on either bank. A three position control switch allows an operator to manually combine or separate batteries, to jump start engine or troubleshoot a failure.
13.04	1	Dual Auxiliary Battery Disconnect System. Enables auxiliary battery disconnect to be activated from cab or load space area.
13.05	11	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
13.06	5	Whelen C9 Series SurfaceMax LED Scene Light. 12VDC with chrome flange, model number C9SL.
13.07		<p><u>12VDC WIRING REQUIREMENTS:</u></p> <ul style="list-style-type: none"> • 2-gauge minimum copper stranded battery cable shall be used for 12Vdc main supply lines. All cable runs shall be full length, no splices. All cable terminals shall be staked and soldered. All cable shall be enclosed in convoluted polyethylene tubing and the ends of the cable shall be sealed with color-coded shrink-wrap identifying the function of the cable. • All added electrical branch circuits shall be protected from over-current by resettable circuit breakers appropriately rated for the load. Only circuit breakers shall be used in the installation of added electrical branch circuit wiring (plug type fuses are unacceptable). • Circuit breaker functions shall be identified by engraved or printed labels. • All added wiring for load runs of AWG 10, 12, 14, and 18, shall conform to MIL-W-16878/2 and/or UL1007/1569" • All added wiring for load runs of AWG 8, shall conform to MIL-W-16878/3 and/or UL1028 • Wire terminals for added circuits must conform to MIL-T-7928. Terminals shall be insulated, insulation grip, TYPE II, CLASS 2 and shall be crimped with tooling recommended by the terminal manufacturer.



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Item	Qty	
		<ul style="list-style-type: none"> • All wiring shall be numbered or lettered on 6" centers minimum. • Wiring shall be protected from chafing and abrasion with convoluted polyethylene tubing (wire loom) as required. • Where wire passes through sheet metal, bulkheads and structural supports, plastic grommets shall be used to protect both wiring and wire looms. • All wire bundles shall be tied with trimmed nylon ties. • Extreme care shall be exercised to provide for easy serviceability of the system in future years. • Extreme care must be taken in the installation to avoid the engine manifold, engine exhaust, and muffler, which could expose the wiring to severe overheating during long periods of operation. Proper insulation and heat deflection panels must be installed in such areas. • A high-current 12Vdc system wiring schematic shall be provided. • These are the minimum acceptable 12Vdc wiring requirements.
14.00		<u>EMERGENCY LIGHTING / SIRENS:</u>
14.01	1	Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant. NOTE: Slide Bar Positions Control: 1. Rear (Upper and Lower) 2. Rear (Upper and Lower), All Upper, Front Wall or "Light bar" 3. All
14.02	1	Whelen SA315P high performance, multi-port 100 watt speaker with Whelen SAK1 mount.
14.03	1	Whelen TLIR ION-T- Series™ Linear Super-LED® Red with clear outer lens & TIONFC chrome flange. NOTE: Grille
14.04	1	Whelen TLIB ION-T- Series™ Linear Super-LED® Blue with clear outer lens & TIONFC chrome flange. NOTE: Grille
14.05	6	Whelen M6 series, M6RC (or current model), Linear Super-LED lighthouse with internal flasher, RED LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: Locate: (2) Street side (2) Curb side (2) Rear
14.06	6	Whelen M6 series, M6BC (or current model), Linear Super-LED lighthouse with internal flasher, BLUE LED's with CLEAR outer lens. Includes M6FC chrome flange. NOTE: Locate: (2) Street side (2) Curb side (2) Rear



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Item	Qty	
14.07	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, RED LED's with clear outer lens. model M7RC Includes chrome flange M7FC. NOTE: Locate front wall
14.08	1	Whelen M7 series Linear Super-LED lighthouse with internal flasher, BLUE LED's with clear outer lens. model M7BC Includes chrome flange M7FC. NOTE: Located front wall
15.00		AUDIO / VIDEO:
15.01	2	Samsung - 43" QLED TV QN43Q60AAFXZA with wall mount bracket. Product features: • Resolution 4K • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 38"(W) x 22"(H) x 1"(D) Weight 18.5lbs NOTE: TV's mounted on back wall
15.02	1	JACK® model OA8500 Digital HDTV Antenna + Mount with SureLock™ DTV Signal Meter. No crank up, built in Amplifier and 360° rotation for improved reception.
15.03	2	HDMI input jack, wall plate and cable.(Local input to TV) NOTE: HDMI Input connections (1) at curb side workstation to rear wall mounted TV-1 (1) at street side workstation to rear wall mounted TV-2 Mast camera 1, to open input on back of TV-1 Mast camera 2, to open input on back of TV-2
16.00		MAST AND MAST MOUNTED EQUIPMENT:
16.01	1	Fireco 2200 series heavy-duty non-locking telescoping pneumatic mast. Mast features: • 265 lb. max top load capacity • 26' 2" extended height • 6' 1" nested height Includes: • KEY-WAY breakaway nylon key prevents tower rotation. Easily replaceable. • Air safety valve for over pressure release and condensation drainage. • Water drainage holes to avoid freezing at low temperatures. • Interlock to prevent vehicle from being driven with mast raised. • Fireco tower does not require routine lubrication. • Mast cap covers the top of all tower sections when the tower is in the retracted position keeping dirt and moisture out of the tower when stowed.
16.02	1	Thomas Ultra Air-Pac 1/2-hp compressor with 2 gallon air tank.
16.03	1	Custom fabricated 0.125" aluminum Nycoil cylinder painted to match body color.



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Item	Qty	
16.04	1	Custom fabricated bracket on mast to mount two individual camera systems. NOTE: (2) Cat6 cables (1) Power cable (Look up light) (2) Spare Cat6 cables
16.05	1	Mast lookup light mounted on mast.
16.06	1	Weatherproof mast up/down control switch on exterior of vehicle. NOTE: Switch located on the rear wall.
16.07	2	AXIS Q6315-LE PTZ Dome Network Camera • HDTV 1080p and 31x optical zoom • Axis Sharpdome technology with Speed Dry • Optimized IR with power-efficient, long-life 850 nm IR LEDs, range of reach 300 m (984 ft) or more depending on the scene • Built-in laser that provides laser focus for precise focus and quick-zoom functionality, it allows you to easily follow fast-moving objects
16.08	2	Axis T8705 Video Decoder • Enables digital monitors to connect to and display live video from Axis network cameras • HDTV 1080p HDMI video decoder • Sequence and Multiview (up to 16 cameras) NOTE: Rear mounted TV's, One Decoder connected to open input on TV1 and One decoder connected to open input on TV2 for viewing mast cameras.
16.09	2	SD Memory Card for IP camera. The SD card shall record mast camera allowing it to be downloaded and viewable via an IP address. NOTE: 64GB
17.00		<u>RADIOS:</u>
17.01		12Vdc power leads for communications radios to be 8-gauge copper stranded wire with crimp-on end connectors. Power to radios to be controlled by auxiliary battery disconnect switch.



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Item	Qty	
17.02	5	<p>Prewire and make installation provisions for communications radio. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to radio transceiver location in Carlon Carflex ENT conduit. • 12Vdc power routed to radio transceiver location. <p>NOTE: Customer supplied radios and locations: Customer to provide radios: Make/Model, Freq/Power Out/Trunk or Dash Mounted Locations [Total 5] Street side:</p> <ul style="list-style-type: none"> • One at Workstation #1 • One at Workstation #2 • One at Workstation #3 <p>Curb side:</p> <ul style="list-style-type: none"> • One at Workstation #4 • One at Workstation #5
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.04	1	<p>Fabricate and install 3" x 3" square aluminum tubing antenna raceway on the roof of the body and will penetrate the roof on each side of the truck at radio box locations. Includes:</p> <ul style="list-style-type: none"> • 3" high x 3" long aluminum access cover at each antenna base location on the side of the tubing for access to antenna base and coax cable. • Access covers with watertight gasket and attached with four (4) stainless steel machine screws. Raceway tube to have nut-serts installed for access cover attachment. • Carlon Carflex ENT conduit routed from antenna raceway penetration location to radio transceiver locations.
17.05	1	<p>Prewire and make installation provisions for fixed wireless terminal. Installation includes:</p> <ul style="list-style-type: none"> • NMO-style base on the roof or antenna raceway, as applicable. • LMR195 antenna cable routed to Electronics rack.
18.00		COMPUTER NETWORK AND EQUIPMENT:
18.01	6	<p>RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable).</p> <p>NOTE: Locate: One (1) at each workstation (Qty.5) One (1) in street side closet.</p>
18.02	1	Leviton 69270-U24 24-port Cat6 rack mount patch panel.
18.03		Certified 18" Cat6 patch cord. As Required.
18.04		Certified 36" Cat6 patch cord. As Required.
18.05	1	Cable Certification Report confirming that network wiring complies with Cat6 specifications.



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Item	Qty	
18.06	1	Allied Telesis AT-GS950/24-10 24-port 10/100/1000T Unmanaged Gigabit Switch. Product features: <ul style="list-style-type: none"> • Wirespeed performance • Auto-negotiation Gigabit ports • Auto MDI/MDIX on TX ports • Transparent to VLAN packets • Full duplex flow control
18.07	1	Pre-wire and make installation provisions for customer supplied printer NOTE: Pre-wire for printer, located in street side closet.
18.08	1	Cradlepoint R1900 cellular router with single modem and roof mounted Centurion Nxt Quad LTE antenna installed. Features: <ul style="list-style-type: none"> • WAN: 5G and LTE (CAT20), wireline (via gigabit Ethernet) • LAN: Simultaneous dual-band Wi-Fi 6 (2x2) and 4 gigabit Ethernet ports • BLE: Long-range, low-power Bluetooth 5.1 to support IoT connectivity • GPS: Discrete GNSS location with dead reckoning • WIRED: RS232, USB, and GPIO ports for serial and ODB-II connections NOTE: If Cradlepoint brand, info requirement to transfer device support: <ul style="list-style-type: none"> • Name of Company/Agency - • Physical address - • Persons Name - • E-mail address -
18.09	1	Cradlepoint RX30 Managed Accessory MB-RX30-MC Switch and MC400 modular modem for R1900 Mobile Router (2 nd Modem) and roof mounted Centurion Nxt Quad LTE antenna installed. Features: <ul style="list-style-type: none"> • Ruggedized 4-port GbE • MC400 modem for expansion slot • 6-pin (2x3) Molex Micro-fit External Power Connector
18.10	1	Parsec Pro-BS -PRO8BS4L2WBG15B -Antenna 8-1
18.11	1	Panorama LP-IN2443-W – antenna 4-1
18.12	2	MIMO Antenna Mount Box for Raceway. NOTE: Aluminum weather tight enclosure for mounting of a single MIMO antenna up to 7" and bolted on to LDV standard antenna raceway.
19.00		<u>MISCELLANEOUS ELECTRONICS:</u>
19.01	1	Cast Products AD0037-1 Access door pass through with key lock. NOTE: Locate pass thru, undercounter top at street side workstation #2



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Item	Qty	
20.00		EXTERIOR STORAGE COMPARTMENTS:
20.01	2	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 24" wide x 25" deep constructed from 0.125" aluminum with all welded seams. NOTE: Locate: (1) Rear street side (1) Rear curb side (shared mast pump storage)
20.02		Compartments listed above will be constructed to the following specifications: <ul style="list-style-type: none"> • Sweep out type bottoms with 1/2" drain holes. • 2" box pan doors and door frames fabricated from 0.125" aluminum. • Door frames shall be riveted to the body and welded to the compartments. • Compartments shall have an LED light that illuminates when the door is opened. Compartment doors will be constructed to the following specifications: <ul style="list-style-type: none"> • Stainless steel hinges attached with stainless machine screws. • Slam latches and flush mounted handles. • 0.100" bright polished aluminum diamond plate on interior surfaces fastened with stainless hardware. • All doors shall be sealed with industrial grade neoprene gasket.
21.00		MISCELLANEOUS OTHER:
21.01	1	15" wide roof access ladder mounted on rear. Ladder features: <ul style="list-style-type: none"> • All welded construction for maximum strength • 1" diameter X 0.083" brush finished tubular aluminum rails • Aluminum grip-strut rungs
21.02	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: <ul style="list-style-type: none"> • Two (2) QEI-14 jacks with 12,000-lb. capacity each, 18.5" long with 14" stroke • Two (2) QEII-24 jacks with 17,000-lb. capacity each, 24" long with 18" stroke • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
21.03	1	Set of four (4) Super Dolly Pads high density polypropylene, injection molded yellow colored for use with leveling system jacks. Pads measure 15" x 17" x 1" thick with a grab strap on one side.
21.04	1	5 pound dry chemical fire extinguisher. NOTE: Mounted inside of entry door.
21.05	1	Battery powered combination Carbon Monoxide and Smoke alarm.
21.06	1	Complete manual set, including the following (as applicable): <ul style="list-style-type: none"> • As-built specifications with interior and exterior drawings as used for production of the vehicle. • Chassis and body owner's manuals. • 12Vdc and 120Vac legends showing wire gauge, color, number and function. • 12Vdc high current wiring diagram illustrating the battery system, isolators, power converters, alternator, disconnect switches and control panels. • Roof top antenna placement drawing and legend identifying antenna placements and termination points.



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Item	Qty	
		<ul style="list-style-type: none"> • Audio/Video cabling diagram. • Chassis and generator maintenance and service logs. • Battery maintenance information. • All individual component manuals and warranty registration cards as provided by component manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.07	1	<p>TRAINING. An LDV representative will provide up to four (4) hours of orientation on LDV provided systems, as applicable:</p> <ul style="list-style-type: none"> Generator start up and shut down procedure Leveling system operation AC and DC electrical systems operation HVAC systems operation Mast operation Audio/Video system operation, does not include programming DVR's, TV's, etc.
21.08		Performance Bond
21.09		LDV warranty of one (1) year/12,000 miles, whichever comes first, for manufacturer's defects in materials and workmanship. Refer to LDV warranty statement for details of warranty coverage.
21.10		<p>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as LDV supplied. These items include, but are not limited to:</p> <ul style="list-style-type: none"> • Radio and telephone system programming. • Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access. • Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. LDV reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p> <p>Some component models change frequently. In the event that a specified component model becomes unavailable at the time LDV attempts to source it, LDV will provide a replacement model with equivalent or better features, as agreed upon with the customer.</p>

EXHIBIT "C"

PURCHASING REQUIREMENTS for URBAN AREAS SECURITY INITIATIVE (UASI) GRANT FUNDING

Title 2 CFR, Appendix II Part 200

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 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 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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 CFR Part 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 CFR Part 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.

(E) 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 CFR Part 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.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 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 CFR Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires 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).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 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 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.