

1 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. Equipment.

6 1. Vendor shall sell, furnish and deliver to the City a
7 mobile command center, 2023 Freightliner M2-106 truck including all
8 needed communication equipment, cabinets and other accessories
9 (referred to as "Equipment") of substantially the same type and kind
10 purchased under the Houston-Galveston Area Council of Governments,
11 except as modified by Exhibit "B" attached hereto and incorporated by this
12 reference, in an annual amount not to exceed Eight Hundred Seventy Six
13 Thousand Seven Hundred Three Dollars (\$876,703), including tax and
14 shipping.

15 2. Payment for the 2023 Mobile Command Center
16 Freightliner M2-106 truck purchased from Vendor by the City shall be made
17 by the City on delivery to and acceptance of the 2023 Mobile Command
18 Center Freightliner M2-106 truck by the City and submittal of an invoice to
19 the City. Payment is due thirty (30) days after the date of the invoice.

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

26 C. Delivery. Vendor shall ensure that the Equipment is delivered
27 no later than December 31, 2024 and to 2600 Temple Avenue, Long Beach, CA
28 90806. If at any time Vendor has reason to believe that a delivery or deliveries will

1 not be made as agreed upon, written notice of the anticipated delay shall be given
2 to the City.

3 D. Term.

4 1. The term of this Agreement shall begin at 12:01 a.m. on
5 July 19, 2023, and shall terminate by completion of purchase and delivery of
6 the Equipment, after final payment is made by the City.

7 2. The City may terminate this Agreement, in whole or in
8 part, immediately upon notice to Vendor in the event of any of the following
9 events:

10 (a) The City fails to receive funding or appropriation
11 from the City Council at levels sufficient to pay for the goods to be
12 purchased;

13 (b) Federal, state, or provincial laws or regulations
14 prohibit the purchase or change the City's requirements; or

15 (c) Vendor commits any material breach of this
16 Agreement or the additional terms agreed to between the parties.

17 E. Warranty.

18 1. City shall have the benefit of the manufacturer's
19 warranties on the Equipment. Seller warrants that the Equipment is in good
20 working order and free from defect at the time of delivery.

21 2. Vendor warrants that Vendor owns the Equipment and
22 has the right to transfer title of the Equipment to City; Vendor shall defend,
23 indemnify and hold City harmless from any breach of this warranty. City shall
24 be entitled to all warranties provided by the manufacturer of the Equipment.
25 All warranties shall accrue to the City of Long Beach.

26 3. Vendor warrants that the Equipment is delivered or the
27 work performed hereunder shall conform to the specifications, drawings,
28 samples or other description specified by the City and shall be fit and

1 sufficient for the purpose intended, merchantable, of good material and
2 workmanship, in good working order and free from defect or faulty
3 workmanship for a period of ninety (90) days. When defective goods,
4 machinery, or equipment or faulty workmanship is discovered which requires
5 repair or replacement pursuant to this warranty, Vendor shall provide all
6 labor, materials, parts and equipment to correct such defect at no expense
7 to the City.

8 4. Notwithstanding anything contained in the Agreement to
9 the contrary, the Performance Bond shall not cover and Surety shall not be
10 liable for any obligation of the principal under a warranty or maintenance
11 agreement that extends beyond one year after final acceptance by the owner.
12 The intent of this modification being to limit the obligation of the Surety for
13 defective or warranty work under the contract to one year following final
14 acceptance by owner.

15 F. Right to Changes. The City reserves the right at any time to
16 make changes in drawings and specifications, in methods of shipment and
17 packaging and in place of delivery as to any articles covered by this Agreement.
18 In such event there will be made an equitable adjustment in price and time of
19 performance mutually satisfactory to Vendor and the City; but any claim by Vendor
20 for such an adjustment must be made within thirty (30) days of such change.

21 G. Patents. If Vendor delivers to City any equipment, article,
22 method, formula or process of which the whole, or any part thereof, is covered
23 by letters patent, Vendor shall either be the owner of the letters patent covering
24 the same or be a licensee or grantee of such patent so as to entitle City to
25 purchase, acquire and use said equipment, article, appliance, method, formula
26 or process. Vendor shall indemnify, defend, and hold City harmless from and
27 against any and all liability, claim, demand, damages, causes of action, cost or
28 expenses (including reasonable attorney's fees) in connection with any

1 infringement or allege infringement of any letters patent, or patent rights of any
2 nature, with respect to any equipment, article, appliance, method, formula or
3 process delivered to City pursuant to this Contract or resulting from the use
4 thereof by City. If the City is legally prevented from the use of any equipment,
5 article, appliance, method, formula or process covered by or alleged to be
6 covered by letters patent, the indemnification heretofore provided for shall
7 include, at the option of City, the removal of said equipment, article, or appliance,
8 and Vendor shall furnish City with substitute equipment, article, appliance,
9 method, formula or process complying fully with the terms of this Contract. The
10 substitution of any equipment, article, appliance, method, formula or process by
11 Vendor shall not terminate the indemnification provisions of this Contract, but
12 said provisions shall remain in effect so long as City retains and uses said
13 equipment, article, appliance, method, formula or process.

14 H. Law. This Agreement shall be governed by and construed
15 pursuant to the laws of the State of California (except those provisions of California
16 law pertaining to conflicts of laws). Any action involving this Agreement shall be
17 brought in the Los Angeles County Superior Court, Long Beach Judicial District.
18 Vendor shall cause all work performed in connection with construction of the
19 Project to be performed in compliance with (1) all applicable laws, ordinances,
20 rules and regulations of federal, state, county or municipal governments or
21 agencies (including, without limitation, all applicable federal and state labor
22 standards, including the prevailing wage provisions of sections 1770 et seq. of the
23 California Labor Code); and (2) all directions, rules and regulations of any fire
24 marshal, health officer, building inspector, or other officer of every governmental
25 agency now having or hereafter acquiring jurisdiction. If any part of this Agreement
26 is found to be in conflict with applicable laws, that part will be inoperative, null and
27 void insofar as it is in conflict with any applicable laws, but the remainder of the
28 Agreement will remain in full force and effect.

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I. Prevailing Wages.

1. Vendor agrees that all public work (as defined in California Labor Code section 1720) performed pursuant to this Agreement (the "Public Work"), if any, shall comply with the requirements of California Labor Code sections 1770 et seq. City makes no representation or statement that the Project, or any portion thereof, is or is not a "public work" as defined in California Labor Code section 1720.

2. In all bid specifications, contracts and subcontracts for any such Public Work, Vendor shall obtain the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in this locality for each craft, classification or type of worker needed to perform the Public Work, and shall include such rates in the bid specifications, contract or subcontract. Such bid specifications, contract or subcontract must contain the following provision: "It shall be mandatory for the Vendor to pay not less than the said prevailing rate of wages to all workers employed by the Vendor in the execution of this contract. The Vendor expressly agrees to comply with the penalty provisions of California Labor Code section 1775 and the payroll record keeping requirements of California Labor Code section 1771."

J. Insurance. As a condition precedent to the effectiveness of this Agreement, Vendor shall procure and maintain, at Vendor's expense for the duration of this Agreement, from insurance companies that are admitted to write insurance in California and have ratings of or equivalent to A:V by A.M. Best Company or from authorized non-admitted insurance companies subject to Section 1763 of the California Insurance Code and that have ratings of or equivalent to A:VIII by A.M. Best Company, the following insurance:

1. Commercial general liability insurance (equivalent in scope to ISO form CG 00 01 11 85 or CG 00 01 10 93) in an amount not less

1 than \$1,000,000 per each occurrence and \$2,000,000 general aggregate.
2 This coverage shall include but not be limited to broad form contractual
3 liability, cross liability, independent Vendors liability, and products and
4 completed operations liability. City, its boards and commissions, and their
5 officials, employees and agents shall be named as additional insureds by
6 endorsement (on City's endorsement form or on an endorsement equivalent
7 in scope to ISO form CG 20 10 11 85 or CG 20 26 11 85), and this insurance
8 shall contain no special limitations on the scope of protection given to City,
9 its boards and commissions, and their officials, employees and agents. This
10 policy shall be endorsed to state that the insurer waives its right of
11 subrogation against City, its boards and commissions, and their officials,
12 employees and agents.

13 2. Workers' Compensation insurance as required by the
14 California Labor Code and employer's liability insurance in an amount not
15 less than \$1,000,000. This policy shall be endorsed to state that the insurer
16 waives its right of subrogation against City, its boards and commissions, and
17 their officials, employees and agents.

18 3. Professional liability or errors and omissions insurance
19 in an amount not less than \$1,000,000 per claim.

20 4. Commercial automobile liability insurance (equivalent in
21 scope to ISO form CA 00 01 06 92), covering Auto Symbol 1 (Any Auto) in
22 an amount not less than \$500,000 combined single limit per accident.

23 Any self-insurance program, self-insured retention, or deductible must
24 be separately approved in writing by City's Risk Manager or designee and shall
25 protect City, its officials, employees and agents in the same manner and to the same
26 extent as they would have been protected had the policy or policies not contained
27 retention or deductible provisions.

28 Each insurance policy shall be endorsed to state that coverage shall

1 not be reduced, non-renewed or canceled except after thirty (30) days prior written
2 notice to City, shall be primary and not contributing to any other insurance or self-
3 insurance maintained by City, and shall be endorsed to state that coverage
4 maintained by City shall be excess to and shall not contribute to insurance or self-
5 insurance maintained by Vendor. Vendor shall notify City in writing within five (5)
6 days after any insurance has been voided by the insurer or cancelled by the insured.

7 If this coverage is written on a "claims made" basis, it must provide for
8 an extended reporting period of not less than one hundred eighty (180) days,
9 commencing on the date this Agreement expires or is terminated, unless Vendor
10 guarantees that Vendor will provide to City evidence of uninterrupted, continuing
11 coverage for a period of not less than three (3) years, commencing on the date this
12 Agreement expires or is terminated.

13 Vendor shall require that all sub-Vendors or Vendors that Vendor uses
14 in the performance of these services maintain insurance in compliance with this
15 Section unless otherwise agreed in writing by City's Risk Manager or designee.

16 Prior to the start of performance, Vendor shall deliver to City
17 certificates of insurance and the endorsements for approval as to sufficiency and
18 form. In addition, Vendor shall, within thirty (30) days prior to expiration of the
19 insurance, furnish to City certificates of insurance and endorsements evidencing
20 renewal of the insurance. City reserves the right to require complete certified copies
21 of all policies of Vendor and Vendor's sub-Vendors and Vendors, at any time.
22 Vendor shall make available to City's Risk Manager or designee all books, records
23 and other information relating to this insurance, during normal business hours.

24 Any modification or waiver of these insurance requirements shall only
25 be made with the approval of City's Risk Manager or designee. Not more frequently
26 than once a year, City's Risk Manager or designee may require that Vendor,
27 Vendor's sub-Vendors and Vendors change the amount, scope or types of
28 coverages required in this Section if, in his or her sole opinion, the amount, scope

1 or types of coverages are not adequate.

2 The procuring or existence of insurance shall not be construed or
3 deemed as a limitation on liability relating to Vendor's performance or as full
4 performance of or compliance with the indemnification provisions of this Agreement.

5 2. Equal Benefits Ordinance. Unless otherwise exempted in accordance
6 with the provisions of the Ordinance, this Agreement is subject to the applicable provisions
7 of the Equal Benefits Ordinance (EBO), section 2.73 et seq. of the Long Beach Municipal
8 Code, as amended from time to time.

9 A. During the performance of this Agreement, the Vendor
10 certifies and represents that the Vendor will comply with the EBO. The Vendor
11 agrees to post the following statement in conspicuous places at its place of
12 business available to employees and applicants for employment:

13 B. "During the performance of a contract with the City of Long
14 Beach, the Vendor will provide equal benefits to employees with spouses and its
15 employees with domestic partners. Additional information about the City of Long
16 Beach's Equal Benefits Ordinance may be obtained from the City of Long Beach
17 Business Services Division at 562-570-6200."

18 C. The failure of the Vendor to comply with the EBO will be
19 deemed to be a material breach of the Agreement by the City.

20 D. If the Vendor fails to comply with the EBO, the City may
21 cancel, terminate or suspend the Agreement, in whole or in part, and monies due
22 or to become due under the Agreement may be retained by the City. The City
23 may also pursue any and all other remedies at law or in equity for any breach.

24 E. Failure to comply with the EBO may be used as evidence
25 against the Vendor in actions taken pursuant to the provisions of Long Beach
26 Municipal Code 2.93 et seq., Vendor Responsibility.

27 F. If the City determines that the Vendor has set up or used its
28 contracting entity for the purpose of evading the intent of the EBO, the City may

1 terminate the Agreement on behalf of the City. Violation of this provision may be
2 used as evidence against the Vendor in actions taken pursuant to the provisions
3 of Long Beach Municipal Code Section 2.93 et seq., Vendor Responsibility

4 3. Americans with Disabilities Act. Vendor shall have and be allocated
5 the sole responsibility to comply with the Americans with Disabilities Act of 1990 (“ADA”)
6 with respect to performance hereunder and Vendor shall defend, indemnify and hold the
7 City, its officials and employees harmless from and against any and all claims of failure to
8 comply with or violation of the ADA as said claim relates to this Agreement.

9 4. Assignment. Neither this Agreement nor any money that becomes due
10 to Vendor under this Agreement may be assigned by Vendor without the prior written
11 consent of the City. Any attempted assignment or delegation shall be void, and any
12 assignee or delegate shall acquire no right or interest by reason of such attempted
13 assignment or delegation. Furthermore, Vendor shall not subcontract any portion of the
14 performance required hereunder without the prior written approval of City.

15 5. Notices. 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 Vendor at the relevant address first stated above, and to the City at
18 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
19 shall be deemed given three days after deposit in the mail.

20 6. Taxes. Vendor shall cooperate with the City in all matters relating to
21 self-accrual of use tax. Vendor shall contact the City Treasurer for additional information
22 regarding self-accrual.

23 7. Miscellaneous.

24 A. The terms appearing on the H-GAC Contract are incorporated
25 in this Agreement.

26 B. To the extent that the H-GAC Contract and this Agreement
27 are inconsistent, the following priority shall govern: (1) this Agreement and (2) the
28 H-GAC Contract.

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C. This Agreement, including Exhibits, constitutes the entire understanding between the parties and supersedes all other agreements, oral or written, or preprinted terms and conditions of the City or Vendor's Purchase Order to the extent they are inconsistent with this Agreement, with respect to the subject matter herein.

D. This Agreement, including Exhibits, shall not be amended, nor any provision or breach hereof waived except in a writing signed by the parties which expressly refers to this Agreement.

E. In connection with performance of this Agreement and federal laws, rules and regulations, Vendor 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.

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

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

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

I. Vendor 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.

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

5 K. In performing hereunder, Vendor is and shall act as an
6 independent Vendor and neither Vendor nor its employees, agents, suppliers or
7 subcontractors shall act as or be deemed employees, representatives or agents
8 of City.

9 L. Vendor shall comply with all applicable federal, state and local
10 laws and regulations during performance hereunder.

11 M. The terms and conditions of this Agreement are severable. If
12 any term or condition is held invalid, void or unenforceable, the remaining terms
13 and conditions shall be given effect.

14 N. The division of provisions hereof into sections and the
15 captions on those sections is for convenience only and shall not be considered in
16 construing this 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

7/24, 2023

By _____
Name Kurt Petrie
Title President

7/24, 2023

By _____
Name Mary Lynch
Title Vice President

EXECUTED PURSUANT TO SECTION 301 OF THE CITY CHARTER.

"Vendor"

CITY OF LONG BEACH, a municipal corporation

July 28, 2023

By Linda J. Jatum
City Manager

"City"

This Agreement is approved as to form on July 27, 2023.

DAWN MCINTOSH, City Attorney

By _____
Deputy

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



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of LOS ANGELES

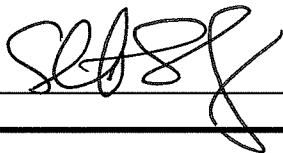
On FRIDAY, JULY 28, 2023 before me, SAMANTHA SCHWARTZ, NOTARY PUBLIC
(insert name and title of the officer)

personally appeared LINDA F. TATUM
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)

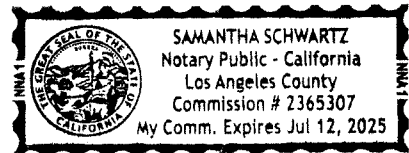


EXHIBIT “A”

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

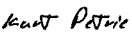
This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas. Disputes between END USER and Contractor are to be resolved in accordance with the 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 
CC090D9EA759487...
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 part 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	SS23EEQ-CC, 23' Equipment/EOD/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	SS28EEQ-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	C22EEQ-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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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.

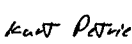
Signed for **Houston-Galveston Area Council**,
Houston, Texas

DocuSigned by:

82EC270D5D61423...

Chuck Wemple, Executive Director
Date: 9/30/2022

Signed for: **LDV, Inc.**

Printed Name & Title:

DocuSigned by:

CC090D9EA759487...

Kurt Petrie President
Date: 9/27/2022

EXHIBIT “B”



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES Only

Contract No.:

AM10-20

Date Prepared:

5/1/2023

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:		Contractor:	LDV Inc.
Contact Person:		Prepared By:	Andrew Rigazzi
Phone:		Phone:	262-757-2508
Fax:		Fax:	262-767-2529
Email:		Email:	Arigazzi@LDVUSA.com

Product Code:	AM20MC06	Description:	SS40FCIS-CC - 40" MOBILE COMMAND CENTER ON A DIESEL CONVENTIONAL CAB CHASSIS WITH 29' 6" LOAD SPACE ALL ALUMINUM DRY VAN BODY. LED EMERGENCY LIGHTING PACKAGE.
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 666591

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.1 SS0204 Flat floor slide-out room extension up to 132"	\$ 36,537.22	Qty.-2 SS1209 Interior 20A-125Vac duplex receptacle	-541.96
Qty.1 SS1013 Aluminum Tall Comms Closet w / printer slide, 26"	\$ 6,886.69		0
Qty.1 SS1205 20kW Diesel Generator w/ air bags & exterior comp	\$ 43,181.70		0
Qty.-4 SS0703 E-track installed on wall (per foot)	\$ (100.24)		0
Qty.1 SS0405 Lettering Graphics, non-reflective.	\$ 2,936.19		0
Qty.3 SS0407 Produce and install custom shield/badge with custom	\$ 1,642.56		0
Qty.1 SS0702 Sliding Egress Window with mini-blind.	\$ 1,111.74		0
Qty.1 SS0805 Microwave oven 1000 watts	\$ 631.97		0
Qty.1 SS0808 Refrigerator 3.6 cu ft AC/DC	\$ 2,211.42		0
Qty.1 SS1208 Multiplex Control System Upgrade.	\$ 18,439.36		0
Qty.2 SS1211 Exterior 20A-125Vac GFCI duplex receptacle with v	\$ 328.52	Subtotal From Additional Sheet(s):	
Qty.2 SS1210 Interior 20A-125Vac GFCI duplex receptacle	\$ 289.54	Subtotal B: 113554.71	

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
Performance Bond	5919		
		Subtotal From Additional Sheet(s):	
		Subtotal C: 5919	

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:** 1%

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

Quantity Ordered:	1	X Subtotal of A + B + C:	786064.71	=	Subtotal D:	786064.71
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E. H-GAC Order Processing Charge (Amount Per Current Policy) Subtotal E: 1000

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

Description	Cost	Description	Cost
Delivery	\$ 8,132.00	Rounding Error	-1.71
		Subtotal F: 8130.29	

Delivery Date: 12/31/2024 **G. Total Purchase Price (D+E+F):** 795195



180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**LONG BEACH (CA)
MOBILE COMMAND CENTER**

**LDV PROPOSAL # C36MCC-35598-23
HGAC MODEL# AM20MC06**

DATE
~~APRIL 25, 2023~~
~~MAY 17, 2023 REV 1~~
MAY 22, 2023 REV 2



CUSTOM SPECIALTY VEHICLES

180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

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180 Industrial Drive
Burlington, WI 53105 USA
Phone: 800-558-5986
Fax: (262) 767-2529
Direct: +1 (262) 763-0147
www.ldvusa.com

PRICING PAGE: (HGAC contract AM10-20)

Total price per unit as specified, FOB Origin	\$847,051.00
Discount amount	-\$60,988.00
HGAC discounted price for 1 unit as specified	\$786,063.00

Contract Administration Fee - HGAC	\$1,000.00
HGAC discounted price for 1 unit as specified with Contract Admin Fees	\$787,063.00
Delivery charge to Long Beach, CA	\$8,132.00

Total price per unit	\$795,195.00
-----------------------------	---------------------

Delivery terms: December 31, 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.



CUSTOM SPECIALTY VEHICLES

180 Industrial Drive
Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
1.00		<p><u>CHASSIS/BODY DIMENSIONS:</u></p> <ul style="list-style-type: none"> • 26' dry van • Cab-to-Axle 200" • Wheelbase of chassis: 265" • Overall length of apparatus: 445" • Overall apparatus width, rub rail to rub rail: 102" • Overall height of apparatus (loaded): 152" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 312" • Interior raw body width: 99" • 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		<p><u>CHASSIS:</u></p>
2.01	1	<p>2023 Freightliner M2 106 conventional single rear axle truck chassis. 33,000-lb. GVWR with rear air ride suspension and air brakes.</p> <p><u>ENGINE:</u></p> <ul style="list-style-type: none"> • Cummins L9 300 hp @ 2000 rpm, 2200 gov rpm, 860 lb/ft @ 1300 rpm <p><u>ENGINE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 2016 onboard diagnostics/ 2010 EPA/CARB/final GHG17 emission certification • 2008 CARB emission certification - clean idle • 12v 240 amp pad mount pad alternator • (2) Group 31, 12 volt maintenance free 2250 CCA threaded stud batteries • 18.7 CFM compressor with internal safety valve • GVG, fire and emergency service vehicles engine warning • Exhaust brake integral with variable geometry turbo • RH inboard frame mounted horizontal aftertreatment system with horizontal tailpipe • Antifreeze to -34F, OAT (nitrite and silicate free) extended life coolant • Gates blue stripe coolant hoses or equivalent • 1000 watt/115 volt block heater <p><u>TRANSMISSION:</u></p> <ul style="list-style-type: none"> • Allison 3000 EVS automatic transmission with PTO provision <p><u>TRANSMISSION EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Magnetic plugs, engine drain, transmission drain, axle fill and drain • Push button electronic shift control, dash mounted • Transmission oil check and fill with electronic oil level check • Synthetic transmission fluid (TES-295 compliant) <p><u>FRONT AXLE AND EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 12,000# drop single front axle • 16.5x5 Q+ cast spider cam front brakes, double anchor, fabricated shoes • Fire and emergency severe service, non-asbestos front lining • Automatic front slack adjusters



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		<ul style="list-style-type: none"> • Front oil seals • Cast iron front brake drums • Power steering • Synthetic 75W-90 front axle lube <p><u>FRONT SUSPENSION:</u></p> <ul style="list-style-type: none"> • 12,000# dual taperleaf front suspension • Front shock absorbers and front swaybar <p><u>REAR AXLE EQUIPMENT:</u></p> <ul style="list-style-type: none"> • 21,000# R-series single rear axle • 5.22 rear axle ratio • 16.5X7 Q+ cast spider cam rear brakes, double anchor, fabricated shoes • Fire and emergency severe service non-asbestos rear brake lining • Rear oil seals • Automatic rear slack adjusters • Synthetic 75W-90 rear axle lube <p><u>REAR SUSPENSION:</u></p> <ul style="list-style-type: none"> • 23,000# rear suspension with chain clearance • High position ride height • Manual dump valve for air suspension with indicator light, without gauge • Dual air rear suspension leveling valves • Rear shock absorbers - one axle (air ride suspension) <p><u>BRAKE SYSTEM:</u></p> <ul style="list-style-type: none"> • Air brake package • 4S/4M ABS without traction control <p><u>FRAME:</u></p> <ul style="list-style-type: none"> • 11/32" X 3-1/2" X 10-15/16" steel frame, 120KSI • 1/4 inch (6.35mm) C-channel inner frame reinforcement <p><u>CHASSIS EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Three-piece 14 inch chromed steel bumper with collapsible ends • Front tow hooks - frame mounted • Bumper mounting for single license plate <p><u>FUEL TANKS:</u></p> <ul style="list-style-type: none"> • 50 Gallon/189 liter rectangular aluminum fuel tank – RH • 50 Gallon/189 liter rectangular aluminum fuel tank – LH • Polishing of fuel/hydraulic tank(s) with painted bands • Fuel tank(s) forward • Plain step finish • High temperature reinforced nylon fuel line <p><u>TIRES:</u></p> <ul style="list-style-type: none"> • Michelin XZE2 11R22.5 14 ply radial front tires • Michelin X Multi D 11R22.5 14 ply radial rear tires <p><u>WHEELS:</u></p> <ul style="list-style-type: none"> • Accuride 41644 Accu-Lite 22.5X8.25 10-hub pilot aluminum front wheels • Accuride 41644 Accu-Lite 22.5X8.25 10-hub pilot aluminum rear wheels



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		<p><u>CAB EXTERIOR:</u></p> <ul style="list-style-type: none"> • 106" BBC flat roof aluminum conventional cab • Leaf spring rear cab suspension • Non-removable bug screen mounted behind grille • LH and RH exterior grab handles with single rubber insert • Hood mounted chromed plastic grille • Door locks and ignition switch keyed the same • Dual west coast bright finish heated mirrors with LH and RH remote • LH and RH 8" bright finish convex mirrors mounted under primary mirrors • RH down view mirror • Omit rear window • Tinted door glass LH and RH with tinted non-operating wing windows, and tinted windshield • RH and LH electric powered windows <p><u>CAB INTERIOR:</u></p> <ul style="list-style-type: none"> • Heater, defroster and air conditioner • Heavy duty air conditioner compressor • Dome door activated LH and RH, dual reading lights, forward cab roof • LH and RH electric door locks • (1) 12 volt power supply in dash • Premium high back air suspension driver seat with 3 chamber air lumbar, integrated cushion extension, forward and rear cushion tilt, adjustable shock absorber • Premium high back air suspension passenger seat with 3 chamber air lumbar, integrated cushion extension, forward and rear cushion tilt, adjustable shock absorber • Dual driver and passenger seat armrests • LH and RH integral door panel armrests • 3 point high visibility orange retractor driver and passenger seat belts • Adjustable tilt and telescoping steering column <p><u>INSTRUMENTS & CONTROLS:</u></p> <ul style="list-style-type: none"> • 87 dB to 112 dB automatic self-adjusting backup alarm • Odometer/trip/hour/diagnostic/voltage display: 132X48, 26 warning lamps, data linked, ICU3 • Programmable rpm control - electronic engine • Engine and trip hour meters integral within driver display • AM/FM/WB radio with Bluetooth and USB and auxiliary inputs • Electronic 3000 rpm tachometer • One valve parking brake system with warning indicator
2.02		<p><u>CHASSIS WARRANTY:</u></p> <ul style="list-style-type: none"> • Two (2)-year/unlimited miles Freightliner M2 chassis warranty. • Two (2)-year/100,000 mile Cummins engine warranty. • Five (5)-year/unlimited miles Allison transmission warranty.
2.03	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	• Load space area shall be 83" high x 99" wide x 26' long custom all aluminum dry van body with the following:



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		<ul style="list-style-type: none"> • Aluminum alloy double H wall beam, 6005-T5 alloy, 3" deep x 1.5" wide, 0.125 wall thickness. Studs feature machined wire pass-throughs, and raised adhesive control features on base. • I-beams chemically bonded to sidewalls eliminating the need for additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. Use of two-sided tape is not acceptable. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. The upper panels shall be free of rivets allowing for smooth graphics application. • Skirt supports, 1.5 x 1.5 x 0.125 angle to reinforce skirt edge and hold bottom edge in a straight line. 0.188 x 1.00" flat braces placed at 4' intervals and riveted to lower wall angle and floor to maintain sidewall skirt rigidity. • Fender flares, 1.38" x 2.25" x 0.090" roll formed and radiused 5052-H32 aluminum sheet, mechanically fastened to wheel opening. Edges sealed against moisture. • NFPA 1901 embossed 0.125" aluminum tread plate roof attached to 3" x 1 1/2" x 0.125 extruded aluminum roof bows on 16" centers. Bows are 2" skip welded every 12" Tread plate seams shall be continuous welded. Perimeter of roof shall be chemically sealed. • Extruded aluminum floor with interlocking planks, 1.88" high x various widths, 0.125" top surface. 6005-T5 alloy and temper. Heavy-duty thick-wall extruded planks fore and aft of all floor cutouts and every 5th plank in all other areas. Planks made of 6005-t5 alloy and temper, 0.250" thick top surface. • Full width 12" deep heavy-duty aluminum rear bumper with center step, painted to match the body. • Full length skirting below floor. • All clearance and side marker lights to be LED. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <p>Note: Specifications are from body manufacturer and are subject to change without notice.</p>
3.02	1	32" wide x 82" high 0.125" aluminum sedan door with 21.5" wide x 25.5" high fixed window. Door shall have continuous stainless steel piano hinge, two (2) nylon door straps and an aluminum drip rail. NOTE: Interior window covering will be a Day/Night Shade.
3.03	1	Exterior heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at entry door.
3.04	1	Interior 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	Courtesy light defeat in Intel-I-Touch™ multiplex control screen. Each entry door courtesy light will be automatically deactivated where the corresponding room has the overhead lighting set to night mode.



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3.07	1	Lippert Treadlite 30" wide - double - automatic electric steel entry step mounted under entry door. Product features: <ul style="list-style-type: none"> • Automatic LED ground light • Hold/Cycle switch that allows step to remain extended unless ignition is turned on. NOTE: Step light will be tied into courtesy light defeat.
3.08	1	Whelen Stop/Turn/Tail/Backup light set. Includes two of each of the following: <ul style="list-style-type: none"> • Whelen M6FCV4 polished chrome vertical housings for four M6 series lighthoods. The fourth light head will be an emergency flasher as specified in the DC Emergency Lighting section. • Whelen M6 series LED arrow shaped amber turn signal, model number M62T. • Whelen M6 series LED brake/tail light heads, model number M62BTT. • Whelen M6 series LED back-up light heads, model number M62BU.
3.09	1	Cast Products LP0013-1 aluminum license plate holder with LED light.
3.10	1	Entire underside shall be undercoated. Includes floor extrusions, step wells and aluminum compartments.
3.11	1	LDV rear mud flaps. Includes anti-sail brackets when required.
3.12	2	Flat floor slide-out room extension fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. During deployment an electronic control system automatically expands the room extension and lowers the floor to flush position. Features: <ul style="list-style-type: none"> • Electric over hydraulic control system programmed to lower the slide out to floor height after full extension. • Awning that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • No track or hardware shall be attached to the ceiling of the body. NOTE: Slide out up to 108" length x 30" deep (full extension of 26").
3.13		Ignition Interlock to prevent vehicle from starting when any of the external extension devices are deployed.
3.14	4	Flashing warning light for slide out. NOTE: Amber LED color.
3.15	1	Slide-out General Construction: <ul style="list-style-type: none"> • Slide-outs to be fabricated with a structurally rigid welded aluminum tube design with a fully bonded aluminum shell. • 0.125" 5052 aluminum wall skins on slide-out. • 1" x 3" x 1/8" 6061 aluminum wall beam channels with 2" x 6" wire chase slot 6" from the top. • 2" x 4" x 1/8" 6061 aluminum lower tubular structure with 1" x 2" x 1/8" cross supports. • 1" x 4" x 1/8" 6061 aluminum upper tubular structure with 1" x 1" x 1/8" cross supports. • All exposed tube ends to be capped before welding assembly together. • Flexible wire chase to be fully enclosed in aluminum channel with access cover. Fabric covered or exposed cable chase will not be acceptable under any circumstance.



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		<ul style="list-style-type: none"> • Slide outs shall include an awning topper that automatically extends and retracts over the top of the room to protect from weather and debris. • Full perimeter double rubber bulb seal with an additional seal in the fully extended and fully retracted positions. • Slide out shall be fully automatic and shall not require the operator to manually move the floor panel or any other component of the slide out before or after deployment. • No track or hardware shall be attached to the ceiling of the body. • Multiplexed electric over hydraulic control system programmed to lower the slide out to floor height after full extension.
4.00		<u>PAINT / GRAPHICS:</u>
4.01		Body paint base color shall be single color nonmetallic single stage paint from the roof line down. NOTE: White
4.02	1	4-inch wide reflective stripe on the exterior back and sides of the vehicle.
4.03	1	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. Note: Graphics package does not include production of custom shields and/or seals.
4.04	3	Custom computer-generated non-reflective vinyl shield. Customer shall supply true vector artwork required to produce shield.
5.00		<u>INDEPENDENCE ONYX INTERIOR:</u> <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 Aluminum • Counters and Tables: #4880-38 Carbon Mesh Laminate Note: Manufacturer reserves the right to substitute equivalent materials.
6.00		<u>DRIVER / PASSENGER CAB AREA:</u>
6.01	1	Custom fabricated console in cab, for locating siren controller, police radio and/or other controls as specified elsewhere in this document.
6.02		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.
6.03	1	Three (3) camera rear view system with 7" LCD color monitor. System includes left, right, and rear vision day/night cameras. Rear camera includes a microphone for audio commands from a spotter to the driver during backing operations.



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7.00		<u>WALLS, CEILING AND FLOOR:</u>
7.01		Insulate walls with a minimum of 2-1/2" of fiberglass insulation. Cover interior body side posts with 1/2" plywood sub wall.
7.02		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. NOTE: Galley
7.03		Cover sub wall with ribbed loop pile carpet.
7.04		Insulate ceiling with a minimum of 2-1/2" of fiberglass with an R-11 rating. • Cover interior roof beams with 1/2" plywood. • Modular panel design allows for manageable future additions and repairs. • Plywood Panels covered in acoustical fabric.
7.05		Floor underlayment to be 5/8" exterior grade tongue and groove structural plywood, 6 ply, face veneer plugged and sanded.
7.06		Lonseal Loncoin II Flecks non-skid commercial grade PVC flooring. The flooring shall be continuous, one piece full length, full width, no seams.
7.07		Vinyl cove molding (mop board) at base of wall, 2-1/2" high. Installed where required.
7.08	2	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.
7.09		All bulkheads shall be covered with Kemlite 0.075" FRP. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.10		All bulkheads shall be covered with materials to match walls. Trim exposed edges of bulkheads with rounded anodized aluminum trim where applicable.
7.11	1	Cover load space door with powder coated aluminum panel with heavy-duty rubber grab handle. NOTE: Interior window covering will be a Day/Night Shade.
7.12	1	Hehr street side mounted 30" wide x 19" high flush mount deep-tint horizontal sliding egress window with screen. NOTE: Interior window covering will be a Day/Night shade.
7.13	2	Upgrade window covering to Day/Night pleated shade.
8.00		<u>GALLEY / LAVATORY:</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 model DE105 (or current model) 12Vdc/120Vac combination refrigerator/freezer. Features: • 3.3-cu.ft. Capacity. • Two white powder-coated wire shelves with raised lip • Dual clear door bins • LED interior light



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9.00		<u>SEATING:</u>
9.01	12	Space Air Grid office chair 5560 black with armrests, five caster spider base, and adjustable height.
9.02		Fabricate and install flip-down bench seating as shown on drawing. Bench seat cushions shall be covered in heavy-duty vinyl. Bottom seat cushion will be installed on Zico Quic-Seat® fold down spring loaded seat brackets.
9.03		<u>BENCH SEAT REQUIREMENTS:</u> <ul style="list-style-type: none"> • Foam for seat backs and bottoms shall be firm density. • All bench seating material must meet Federal Motor Vehicle Safety Standards part 571.302 Flammability of Interior Materials. • Material corners shall be squared or angled to fit precise cut of foam. • Foam shall be bonded to plywood backer with industrial grade adhesive. • Attachment of fabric/vinyl to backer shall utilize industrial grade upholstery staples.
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 with gas spring lift supports.
10.02		Radius edging incorporated as design permits.
10.03	5	Dry erase writing surface on overhead cabinet door.
10.04	4	LED light with on/off switch, mounted under overhead cabinet.
10.05	1	Adjustable aluminum shelf with 2" lip.
10.06	2	Magnetic dry erase board framed in aluminum, with cork pin strip across top. Includes aluminum clip frame for easy board replacement, sized as required.
10.07		Countertops shall be covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.08		Conference table covered in 0.040" Wilsonart laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
10.09	1	Powder coated 0.125" aluminum conference table base.
10.10	1	Powder coated 0.125" aluminum table leg.
10.11	2	Pencil drawer under countertop.
10.12	6	Computer cable pass-thru grommet in counter.
10.13	1	Install a key display board inside overhead cabinet and clearly tag all keys for the vehicle as to their purpose.
10.14		Custom fabricated console to house electrical distribution components and control panels.



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11.00		<u>HVAC SYSTEM:</u>
11.01	3	Ducted low profile rooftop air conditioner with thermostat. Includes: <ul style="list-style-type: none"> • 15,000 nominal Btu/hr air conditioner with condensate pump. • Chill Grille Assembly with 6,000 Btu/hr heat strip • Wall mounted thermostat (white) • Louvered Ceiling Vents, as required
12.00		<u>AC ELECTRICAL SYSTEM:</u>
12.01	1	Power Tech 20-kW 120/240Vac liquid-cooled diesel generator with air bag mounts installed in a custom fabricated compartment. Generator features: <ul style="list-style-type: none"> • Tier 4F Emissions • USTC Certified Manufacturer • Warranty: 2 years from date of purchase, or 3000 hours whichever comes first, or 36 months from the date of manufacture. • Four point air bag mounting system • Four-cycle water cooled diesel engine • Radiator cooled, direct mounted • High-coolant temp and low oil pressure shutdown sensors • Spin-on fuel and oil filter • Single side service • Typical Gallon Per Hour fuel consumption: 25% load = 0.45, 50% load = 0.90, 100% load = 1.80 <p>Compartment shall be constructed to the following specifications:</p> <ul style="list-style-type: none"> • 0.187" aluminum with all welded seams. • 2" deep 0.125" aluminum box pan doors and 0.125" aluminum frames. • Door frames riveted to the body and welded to the compartments. • Stainless steel door hinges attached with stainless steel machine screws. • Flush mounted door handles with slam latches. • 0.100" aluminum treadplate panels on interior door surfaces. • Gas charged lift/support cylinders to hold doors open at 90°. • Industrial grade neoprene gasket door seals. <p>NOTE: Generator exhaust shall be routed to the street side of the vehicle.</p>
12.02	1	ACData surge suppressor for protection of entire AC power system. <p>Product features:</p> <ul style="list-style-type: none"> • UL listed: UL1449 3rd Edition • LED visual verification of status
12.03	1	LDV exclusive Intel-I-Touch™ vehicle automation control system. <p>A multiplexed vehicle automation system must be incorporated into a common touch screen(s) that is custom programmed to monitor and control onboard systems as described throughout the specifications. The automation system software must allow simultaneous distribution of information to multiple onboard control/monitoring stations and the software must be updateable and configurable as required. This system is mandatory as it simplifies start up</p>



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		<p>procedures, contains fewer operating components, reduces operational start-up time, reduces the total amount of wiring in the vehicle and includes error detection protocols and troubleshooting features.</p> <p>Features include:</p> <ul style="list-style-type: none"> • One (1) 10" LCD touch screen with custom graphics for control and monitoring systems • AC power distribution control and monitoring for the generator with power management • DC power distribution control and monitoring • Manual or automatic generator control • HVAC and temperature control. • Interior and exterior lighting control • Automatic power transfer switches • Automated startup and shutdown procedures • Seamless control of generators, lighting, awnings and additional devices • Mast control • Safety interlocks • Battery saver feature • Generator Service Alerts <p>The system must be completely upgradeable with power modules located throughout vehicle. Additional components may be added to system with a simple software modification System capability is not to be achieved with use of multiple monitoring systems designed for specific use i.e. water monitors, battery monitors etc.</p>
12.04	2	3" Touch panel for dedicated local control and monitoring of specific vehicle automation system features. Includes control layout and indicators where applicable.
12.05	2	3" Touch panel with numeric display for dedicated local control and monitoring of specific vehicle automation system features including room HVAC. Display shows current room temperature and HVAC setpoint when adjusted. Includes control layout and indicators where applicable.
12.06		Night Time (Red) Lighting Mode turns the ceiling lighting in each room from white to red lights.
12.07		Reduced Lighting Mode is white ceiling lighting in each room have the option of All-On or Half-On.
12.08		Leveling Control Intel-I-Touch Auto Leveling feature. Includes touchscreen indication of vehicle level and control of leveling jacks automatically, individually or in pairs. Jacks are automatically retracted as part of the Auto Shutdown process.
12.09	1	Kussmaul Auto Eject 20, 20A-120Vac shore power inlet with 25-ft. 20A-120Vac shore power cord. #091-20WP-120RD.
12.10	1	Marinco 100A-125/250Vac waterproof shore power inlet, 25-ft. 100A-125/250Vac shore power cord and 6-ft. 100A-125/250Vac pigtail.
12.11	10	20A-125Vac duplex receptacle with dual USB charging ports [one (1) Type A and one (1) Type C]. Receptacle is not dedicated to any installed equipment.



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12.12	2	20A-125Vac GFCI duplex receptacle. These receptacles are not dedicated to any installed equipment. NOTE: Location: • One (1) @ Galley • One (1) @ Exterior TV compartment
12.13	2	20A-125Vac exterior GFCI duplex receptacle. NOTE: Receptacle will be installed with a weatherproof cover.
12.14		Wire chase wire management raceway system located as shown on drawing. Product features: • 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. • 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
12.15		<u>AC WIRING REQUIREMENTS:</u> • All AC main wiring shall be stranded THHN wire and run in non-metallic liquid tight conduit. • All AC branch circuit wiring shall be stranded THHN wire (AWG 12 minimum) and run in non-metallic liquid tight and ENT conduit. • All electrical circuits and appliances shall conform to applicable national electrical codes.
13.00		<u>DC ELECTRICAL SYSTEM:</u>
13.01	1	• Four (4) Lead acid deep-cycle 6Vdc batteries. Batteries shall be installed underbody in slide out weather resistant compartment. • Two (2) electronic converter/chargers, 80 amp minimum output each installed underbody in weather resistant climate controlled. Compartment to draw ambient air from interior of truck and will have thermostatically controlled exhaust fan to circulate warm air to exterior (no exceptions). Converter/charger features: • Charges 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. • All DC electrical and metering switched and monitored through the multiplex system.
13.02	15	Light, Orion 6" LED, neutral white with polished bezel and voltage regulation.
13.03	8	Light, Orion 6" LED, neutral white / red with polished bezel and voltage regulation.
13.04	6	Whelen M9LZC Gradient LED Scene Light with chrome flange.



CUSTOM SPECIALTY VEHICLES

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Burlington, WI 53105 USA

Phone: 800-558-5986
Fax: (262) 763-0156
Direct: +1 (262) 763-0147
www.ldvusa.com

Item	Qty	
13.05	6	Whelen PEL2C LED light with chrome housing.
13.06	4	12VDC dual USB power port.
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. • 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	<p>Whelen 295SLSA6 siren with 9 low current lighting control switches. California Title 13 compliant.</p> <p>NOTE:</p> <p>Slide Bar Positions Control:</p> <ol style="list-style-type: none"> 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 speaker, with bracket.
14.03	1	<p>Whelen model L41 Series super LED (or current model) green command strobe mounted on roof.</p> <ul style="list-style-type: none"> • 12 VDC or 24 VDC • 12V - 1.5 Amp (peak), 0.6 Amp (average) • 4-3/4" H x 6-7/16" Dia.



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14.04	4	Whelen TLIA ION-T- Series™ Linear Super-LED® Amber with clear outer lens & TIONFC chrome flange.
14.05	18	Whelen M6 series, M6AC (or current model), Linear Super-LED lighthouse with internal flasher, AMBER LED's with CLEAR outer lens. Includes M6FC chrome flange.
14.06	2	Whelen M7 series Linear Super-LED lighthouse with internal flasher, AMBER LED's with clear outer lens. model M7AC Includes chrome flange M7FC.
15.00		<u>AUDIO / VIDEO:</u>
15.01	4	Samsung UN32H5500AFXZA - 32" LED TV with wall mount bracket. Product features: <ul style="list-style-type: none"> • Resolution 1920 x 1080 • Component , Composite • (3) HDMI, (2) USB • (2) Speakers • DTV Tuner/ATSC / Clear QAM • Dimensions: 28.4"(W) x 16.9"(H) x 2.6"(D) Weight 10.8lbs
15.02	3	Samsung - 43" QLED TV QN43Q60AAFXZA with wall mount bracket. Product features: <ul style="list-style-type: none"> • 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
15.03	1	Weatherproof single door exterior work station and TV/monitor compartment. Constructed from 0.125" aluminum with all welded seams and hinged at the top. Includes: <ul style="list-style-type: none"> • Internal flip down work surface • LED strip light (illuminates when door is opened) • Gas charged lift support and locking latch
15.04	1	Winegard Trav'ler Pro DIRECTV HD SK2SWM3 Automatic Multi-Satellite TV Antenna. DIRECTV Satellites: 99°, 101°, 103° Note: Service contract, activation and set up not included.
15.05	2	DirecTV H44 HD Commercial Satellite Receiver.
15.06	2	IR Extenders to remotely control a rack mounted DirecTV receiver in another room or location.
15.07	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.
15.08	1	Distribution Amplifier, as applicable.
15.09	1	Apple TV 4K (128GB)
15.10	1	Extron DXP 88HD 4K PLUS 8X8 HDMI Matrix Switcher. 60-1495-21
15.11	3	Extron MKP 2000 X-Y Remote Control Panel for Extron Matrix Switchers.
15.12	1	Extron ShareLink Pro 500 Series Wireless Collaboration Gateway Key Features <ul style="list-style-type: none"> • Wirelessly share content from personal mobile devices • Supports Microsoft Windows® and OS X® computers as well as Apple® and Android™ smartphones and tablets • Integrated dual band wireless access point at 2.4 GHz or 5 GHz



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		<ul style="list-style-type: none"> • Provides full screen mirroring for Apple iOS devices¹ • Dedicated mobile app, MirrorOp® for Extron ShareLink™, for reliable iOS and Android content sharing
15.13		HDMI connection cables, as required.
16.00		<u>MAST AND MAST MOUNTED EQUIPMENT:</u>
16.01	1	<p>Prewire and make installation provisions for customer installed mast on rear of vehicle. Includes:</p> <ul style="list-style-type: none"> • Internal support structure for future mast install on rear of truck • Carlon Carflex ENT conduit routed from mast location to equipment rack cabinet for camera wiring (camera not included). • Receptacle for mast compressor on dedicated circuit (compressor not included).
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.
17.02	2	<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: Cab Area</p> <ul style="list-style-type: none"> • Qty. - Make/Model, Freq/Power Out/Trunk or Dash Mounted <p>Workstation #1 (TBD)</p> <ul style="list-style-type: none"> • Qty. - Make/Model, Freq/Power Out/Trunk or Dash Mounted
17.03		Install hinged panels under countertops to conceal radio transceivers where applicable.
17.04	1	<p>Single 3"H x 3"W x 12'L square aluminum tube antenna raceway on the roof of the apparatus. Antenna raceway will penetrate the roof at one location, to be determined. Includes the following:</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.
18.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
18.01	15	<p>RJ-45 Cat6 computer network jack with Cat6 cable routed through Carlon Flex-Plus ENT conduit or raceway (as applicable).</p> <p>NOTE: Locations:</p> <ul style="list-style-type: none"> • One (1) @ each workstation (qty. 6) • Two (2) @ Exterior TV compartment • One (1) Printer



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		<ul style="list-style-type: none"> • Two (2) @ Front room conference table base • Four (4) TBD
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.
18.06	1	NETGEAR 24-port Gigabit Ethernet Unmanaged PoE+ Switch. GS324P-100NAS.
18.07	1	HP Color LaserJet Pro Multi-Function Printer (MFP) M479FDN Product features: <ul style="list-style-type: none"> • Black/white or color print, copy, and scan • Dimensions (W X D X H) 16.8 x 25.7 x 16.3 in; 51.6 Lbs.
18.08	1	Cradlepoint E3000 cellular router with WiFi (5G Modem) and 1-year NetCloud Enterprise Branch Essentials Plus Advanced Plan.
18.09	1	Cradlepoint LTE Advanced Pro 1200M-B MC400 Modem For E300/E3000 Enterprise Branch Routers.
18.10	1	Cellular modem antenna with GNSS. Airgain CENTURION Next 9 IN 1 High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), 4x WIFI and GNSS, Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell/GNSS, and RP-SMA for WIFI, Black.
18.11	1	Cellular modem antenna with GNSS. Airgain CENTURION Next High Performance External IP67 Antenna for LTE and 5G. 4x Cellular (600 MHz-6 GHz), Threaded-Bolt Mount, 15 FT Cabling With SMA Connectors for Cell, Black.
19.00		<u>MISCELLANEOUS ELECTRONICS:</u>
19.01	1	Franklin Instruments #FD254-100-0P4 clock with 2.5" LED display and 12 hour or 24 hour modes.
19.02	1	Middle Atlantic Products, Inc. MRK-4026 forty-space 19" wide x 26.5" depth (24" useable depth) open framed electronics equipment rack with caster base. Rack can easily slide out from its fixed position to allow side access to rack equipment.
19.03	1	Middle Atlantic VFD-40 Vented front door with Thumb Latch (No Key Lock).
19.04	1	Middle Atlantic MW-4FT top fan panel, with two (2) 50 cfm ventilation fans, QFAN.
19.05	2	Middle Atlantic PD-815SC-NS 15 amp power strip with eight (8) outlets. Includes PB-XS rack mounting bracket.
20.00		<u>EXTERIOR STORAGE COMPARTMENTS:</u>
20.01	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 36" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
20.02	1	Single door underbody storage compartment with approximate interior dimensions 15" high x up to 48" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
20.03	1	Single door underbody storage compartment with approximate interior dimensions of 15" high x up to 60" wide x 25" deep constructed from 0.125" aluminum with all welded seams.
20.04		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.



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		<ul style="list-style-type: none"> • 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	Girard Nova motorized retractable lateral arm awning. Features: <ul style="list-style-type: none"> • Dual-pitch awning with up to three lateral arms for superior strength, • AC electric powered motor with crank handle/manual override • Sensor that will retract the awning to prevent damage from the wind
21.02	1	Girard awning LED light kit. G-Lite Awning Lighting system is an LED light strip in the outer rail to illuminate area under awning. NOTE: Controlled by a button on the Multiplex system.
21.03	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
21.04	1	Heavy-duty Quadra Mfg. Bigfoot® four point fully automatic one-touch leveling system. Includes: <ul style="list-style-type: none"> • Four (4) QEII-26 jacks with 17,000-lb. capacity each, 26" long with 20" stroke • Air ride dump valve • Fully automatic control panel with manual feature • Safety interlock when jacks are deployed
21.05	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.
21.06	2	5 pound dry chemical fire extinguisher.
21.07	3	Battery powered combination Carbon Monoxide and Smoke alarm.
21.08	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. • 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



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		manufacturers. Customer is responsible for completing warranty cards and mailing them to manufacturers.
21.09	1	<p>TRAINING. An LDV representative will provide up to eight (8) 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. • Alarm operation • Awning operation
21.10	4	<p>Inspection/training trip to manufacturer facilities. Allowance of \$1,000.00 includes roundtrip airfare, 2 day car rental, 1 night lodging and \$70.00 meals allowance. Minimum fourteen (14) day advance notice of travel is required.</p> <p>Note: Any unused funds from allowance will be credited back to the customer.</p>
21.11	1	Performance Bond
21.12		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.
21.13		<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”

EXHIBIT C: ATTACHMENT TO PURCHASE ORDER
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.