CITY COUNCIL MEETING AMENDED AGENDA

December 17, 2025 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Roll Call

Pledge of Allegiance

Announcements and Reports

1. Presentation: Roles and Responsibilities of Government, presented by Association of Idaho Cities (AIC)

Public Comments

Consent Calendar - action item

2. Approval of Minutes from Council's December 3, 2025, Meeting - ***action item***
3. Payables Report/Approval of Bills for Payment - ***action item***
4. Proposed Resolution: Local Highway Technical Assistance Council (LHTAC) FY2026 Small Urban Grant Program for Improvements on First Avenue and Bridge/Church Streets - ***action item***
5. Proposed Resolution: Transportation Alternatives Program (TAP) State/Local Agreement for Design and Construction of A024(687) N Boyer Ave SW, E Mtn View to Juniper (Key No. 24687) - ***action item***
6. Proposed Resolution: Agreement #A26-5200-4 KGT INC for Portable Toilet Rental and Service - ***action item***
7. Proposed Resolution: Purchase Order #26-1701 to Motorola Solutions for Motorola SVX Body Camera and Microphone and Motorola N70 Portable Radios - ***action item***
8. Proposed Resolution: Purchase Order #26-1709 to CUES, Inc., for CCTV Inspection Van System Upgrade - ***action item***
9. Staff Report: Streets Division Equipment Purchases (action items with attachments below)
10. Proposed Resolution: Purchase Order #26-1668 to Freightliner Northwest for Cobalt Dump Truck - ***action item***
11. Proposed Resolution: Purchase Order #26-1669 to Solid Waste Systems, Inc., for Loader Mounted Snow Blower - ***action item***
12. Proposed Resolution: Purchase Order #26-1672 to Pape Machinery for John Deere 544PZT End Loader - ***action item***
13. Proposed Resolution: Purchase Order #26-1675 to Pape Machinery for John Deere 772 G-Tier AWD Motor Grader - ***action item***

Public Hearing

14. Public Hearing: Consideration of New Fee for James E. Russell Sports Center Corporate Memberships

15. Proposed Resolution: Amending the City Fees Schedule to add the James E. Russell Sports Center (JERSC) Corporate Annual Pass and Adoption of the JERSC Corporate Annual Pass Policy - ***action item***

Old/Unfinished Business

16. REMOVED ~~Final Plat: University Park (Place) Subdivision, Phase 4 (City File PS20-0003) - ***action item***~~

17. Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave. - ***action item***

    Postponed from December 3, 2025, meeting.

New Business

18. Proposed Resolution: Transportation Alternatives Program (TAP) 2026 Application, Superior Street Project - ***action item***

19. Presentation and Council Direction: Consideration of a Commercial Property Assessed Capital Expenditure (C-PACE) Program for the City of Sandpoint - ***action item***

Adjourn

Public Participation Options and Information
Before the meeting, comment in writing: Email cityclerk@sandpointidaho.gov or deliver to City Hall.
Attend in person: See above for meeting location. Seating available on first-come, first-served basis.
Attend remotely: Register at https://www.sandpointidaho.gov/meetings.
After the meeting, view the recording on YouTube: https://www.youtube.com/c/CityofSandpoint.
For questions or requests for special accommodation: At least 48 hours prior to the meeting, send a message to the email address above or call (208) 263-3310.

CITY COUNCIL MEETING MINUTES

December 03, 2025 at 5:30 PM

Council Chambers at City Hall - 1123 W. Lake St. Sandpoint, Idaho

Call to Order

Mayor Jeremy Grimm called the regular meeting of the Sandpoint City Council to order at 5:30 p.m. on Wednesday, December 3, 2025, in council chambers at City Hall, 1123 W. Lake St., Sandpoint, Idaho.

Roll Call

As required by the City's adopted Code of Ethics and Civility, as the presiding officer, Mayor Grimm identified law enforcement personnel serving as sergeant-at-arms for the meeting: Police Chief Corey Coon.

PRESENT
Mayor Jeremy Grimm
Councilor Deb Ruehle
Councilor Joel Aispuro
Councilor Justin Dick
Councilor Kyle Schreiber
Councilor Pam Duquette
Councilor Rick Howarth

Pledge of Allegiance

Mayor Grimm led all present in the Pledge of Allegiance.

Announcements and Reports

Mayor Grimm instructed members of the public who wished to comment during the public comment portion on the agenda to complete a comment sign-up form and hand to staff. Mayor Grimm reported that the agenda had been amended after its original posting, noting that an executive session had been added to the agenda.

Motion, pursuant to Idaho Code § 74-204(4)(b), to approve the amended agenda, reflecting the addition of an executive session.

Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

Motion passed, and the amended agenda was approved.

Mayor Grimm additionally announced that there was a request from Public Works Director Holly Ellis to move Item 5 ahead of the Consent Calendar in order to accommodate the schedule of the project manager for the proposed contractor, who had to leave for another city council meeting. There were no objections from Council, and the agenda was rearranged.

Councilors provided reports from the City's citizen advisory boards on which they serve as Council liaison. Council President Ruehle requested an additional rearrangement of the agenda in order

to take up item 7, City Administrator Position Discussion, as the first item of Old Business, directly following item 5, with no objection from Council.

Fire Chief Gavin Gilcrease made some initial remarks, followed by a celebration of Fire Captain Kevin Amorebieta for his 25 years of service to the Sandpoint Fire Department.

Department Directors provided brief updates on projects and activities in their respective departments.

Public Comments

Mayor Grimm recited the rules and procedure for public comments during the meeting and offered an opportunity for members of the public to speak on items included on the Consent Calendar and Old and New Business topics on the agenda or other general matters relevant to the business of the City of Sandpoint.

Old/Unfinished Business

5. Proposed Resolution: Request to Award Professional Services Agreement for Downtown Revitalization Phase 3

   Project Manager Erik Bush introduced Matthew Gillis, P.E., Vice President of Welch, Comer & Associates, Inc., then, along with Mr. Gillis and Ms. Ellis, fielded questions from Councilors. Due to a prior engagement, Mr. Gillis left the meeting at 6:30 p.m.

   Following the presentation and discussion, Councilor Schreiber made a motion to postpone this item and instruct staff to amend the project description in the contract to remove the east side of First Avenue, remove the 30% design south of Lake Street, and add Farmin Landing storm water infrastructure as part of the project scope, seconded by Councilor Aispuro. Motion failed, with the Mayor breaking a tie vote of Council, as follows:

   Motion made by Councilor Schreiber, Seconded by Councilor Aispuro.
   Voting Yea: Councilor Aispuro, Councilor Schreiber, Councilor Duquette
   Voting Nay: Councilor Ruehle, Councilor Dick, Councilor Howarth, Mayor Grimm

   Motion by Councilor Dick to approve the resolution awarding a professional services contract to Welch Comer & Associates for Downtown Revitalization Phase 3 Design Services, City Agreement A26-3170-2. The motion was seconded by Councilor Ruehle and passed, with the Mayor breaking a tie vote of Council, as follows:

   Motion made by Councilor Dick, Seconded by Councilor Ruehle.
   Voting Yea: Councilor Ruehle, Councilor Dick, Councilor Howarth, Mayor Grimm
   Voting Nay: Councilor Aispuro, Councilor Schreiber, Councilor Duquette

Consent Calendar

Mayor Grimm noted for the record the amount of bills for payment approval, and the Consent Calendar was approved by a unanimous vote of Council.

Motion made by Councilor Duquette, Seconded by Councilor Dick.
Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

1. The minutes from Council's November 19, 2025, regular meeting were approved as presented.
2. The bills presented were approved for payment in the amount of $968,095.54, reflecting $197,963.48 for regular payables, $768.892.45 for payroll, and $1,239.61 in electronic fund transfer charges.

3. The Mayor's appointment of John Monks to the Sustainability Committee for a term of three years, December 3, 2025, through November 30, 2028, was confirmed.

Mayor Grimm called for a brief recess at 6:57 p.m., with the meeting reconvening at 7:03 p.m.

Old/Unfinished Business - continued

7. City Administrator Position Discussion

   Council President Ruehle provided a brief presentation on the City Administrator position, with discussion ensuing between Councilors and Mayor. Information and discussion only; no Council action.

4. Final Plat: University Park (Place) Subdivision, Phase 3 (City File PS20-0003)

   Mayor Grimm introduced this agenda item and then recused himself from the dais at 7:49 p.m., citing no conflict but, due to any such perception due to prior private work on this development, he would not participate in this item. Ms. Ellis and Deputy Community Planning and Development Director/City Planner Bill Dean provided a brief explanation on the final platting process. Councilor Aispuro moved to approve the final plat for Phase 3 of the University Park Subdivision, City File PS20-0003, seconded by Councilor Duquette and approved unanimously as follows:

   Motion made by Councilor Aispuro, Seconded by Councilor Duquette.
   Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

   Mayor Grimm then returned to the dais at 7:57 p.m.

6. Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave.

   Project Manager Rachel McKinley provided a presentation with updates on the project and, along with Ms. Ellis, fielded questions from Council and the Mayor. At Council President Ruehle's request, Mr. Dean also provided information from a planning perspective. Councilor Howarth moved to postpone this agenda item until the next regularly scheduled meeting in order to further study and gather information on this proposal, seconded by Councilor Aispuro, and approved unanimously as follows:

   Motion made by Councilor Howarth, Seconded by Councilor Aispuro.
   Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

New Business

8. Acceptance of Bonner County Canvass of November 4, 2025, Election Results

   Mayor Grimm announced that, pursuant to Idaho Code § 50-412, the County Commissioners, within ten days following an election, shall meet for the purpose of canvassing the results of the election. Upon the City's receipt of the canvass, with the tabulation of votes prepared by the election judges and clerks, the results shall be entered in the minutes of City Council proceedings. A copy of the County's official canvass was provided in the meeting packet.

   Mayor Grimm relayed that the issues for City of Sandpoint voters on the November 4th ballot were the Council seats up for election currently held by Joel Aispuro, Justin Dick, and Rick Howarth, with four candidates on the ballot. The tabulation of votes prepared by the election judges were as follows: Joel Aispuro 1,398 votes, Joe Tate 1,216 votes, Joshua Torrez 1,091 votes, and Rick Howarth 1,073 votes. As reported, Joel Aispuro,

Joe Tate, and Joshua Torrez received the most votes and had been elected to a 4-year term on the City Council, and scheduled to be sworn in and seated the following month during the Council's regular meeting on January 7, 2026.

Also on the ballot was a request for revenue bonding in the amount of $130,000,000 for the purposes provided by City Ordinance 1430, where Council called for a special municipal revenue bond election for voters to decide on the proposition of issuing bonds to finance the design, acquisition, and construction of improvements to the City's wastewater system and facilities. Mayor Grimm announced that the measure passed with over 89% of support from the voters, reporting the canvass reflected 1,749 voting in favor and 216 voting against.

Motion to acknowledge and accept Bonner County's canvass of the results of Sandpoint's November 4, 2025, election, per Idaho Code § 50-412.

Motion made by Councilor Schreiber, Seconded by Councilor Ruehle.
Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

The motion passed by a unanimous vote of Council, and the canvass was accepted.

Executive Session

9. Motion to convene in executive session pursuant to Idaho Code §§ 74-206(1)(b) and (f) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent and to communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. *

   Motion made by Councilor Aispuro, Seconded by Councilor Dick.
   Voting Yea: Councilor Ruehle, Councilor Aispuro, Councilor Dick, Councilor Schreiber, Councilor Duquette, Councilor Howarth

10. The executive session was held pursuant to Idaho Code §§ 74-206(1)(f). *

Reconvene and Adjourn

Following conclusion of the executive session, the meeting was reconvened and immediately adjourned at 9:25 p.m.

I presided over this meeting and can confirm that the foregoing minutes, prepared by the Deputy City Clerk, were approved by City Council during their meeting held _____, 2025.

Jeremy Grimm, Mayor

Attest: Melissa Ward, City Clerk

**Clerk's Note: Due to a scripting error, Mayor Grimm called for a motion to convene in executive session pursuant to both subsections (b) and (f). However, as reflected on the agenda, the purpose of the executive session was to communicate with legal counsel under subsection (f).*

CITY OF SANDPOINT INVOICE REGISTER
PAYABLE DATES OF: 12/04/2025 THROUGH 12/17/2025

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: ACCREDITED LABS				
QCS5021	WWTP: CALIBRATION & CERTIFICATION SERVICES			$1,195.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	1,195.00	
		Total For: ACCREDITED LABS		**$1,195.00**
Vendor: ACCURATE TESTING LABS LLC				
150994	WT: SANDCREEK: COLIFORM PRESENCE/ABSENCE TESTING			$30.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	30.00	
150992	WTP: (5) COLIFORM BACT ROUTINE SAMPLES - VARIOUS LOCTN			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
150769	WTP BACTERIA TESTING - EFFLUENT			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
150427	WWTP LAB TESTING: TM 11 (2) & CN 4500CNE (2) BI ANNUAL METALS			$940.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	940.00	
150498	WWTP LAB TESTING: TM 11 (2) & CN 4500CNE (2) BI ANNUAL METALS DAY 3			$940.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	940.00	
150499	WWTP LAB TESTING: SLUDGE BI-ANNUAL METALS			$335.00
	WASTEWATER TREATMENT	TECH SERVICES - LABORATORY	335.00	
150888	WTP BACTERIA TESTING			$150.00
	WATER TREATMENT	TECH SERVICES - LABORATORY	150.00	
		Total For: ACCURATE TESTING LABS LLC		**$2,695.00**
Vendor: ADVANCED DIRT WORKS & DEVELOPMENT				
CULVERT PROJ	BOYER CULVERT - EMERGENCY REPLACEMENT CONSTRUCTION			$275,000.00
	STREET CAPITAL & PROJECTS	CONSTRUCTION SERVICES - NON CAPITAL	275,000.00	
		Total For: ADVANCED DIRT WORKS & DEVELOPMENT		**$275,000.00**
Vendor: ALPINE MOTORS COMPANY INC				
164073	SPD12- V BELT REPLACEMENT			$169.80
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	169.80	
163654	SP19 - TAHOE - REAR AXLE SEAL			$295.00
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	295.00	
164152	P1530 - BRONCO - NEW BATTERY			$39
	POLICE DEPARTMENT	VEHICLE & MACH SUPPLIES/PARTS	399.90	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
163633	SPD10 - EXPLORER - OIL CHANGE			$49.69
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	49.69	
163596	SPD17 - DURANGO - OIL CHANGE			$50.75
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	50.75	
163960	ST: GMC 1 TON SENSOR KIT (1GD322CG2DF182861)			$732.37
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	732.37	
163948	SPD17 - DURANGO - 2 BATTERIES REPLACED (1C4RDJFG7LC286938)			$535.84
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	535.84	
		Total For: ALPINE MOTORS COMPANY INC		**$2,233.35**
Vendor: ASAP SERVICES INC				
2256317	ASAP CUSTODIAL SERVICES FY26 NOV'25			$4,630.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	2,240.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,080.00	
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - CUSTODIAL	1,310.00	
		Total For: ASAP SERVICES INC		**$4,630.00**
Vendor: AT&T MOBILITY II, LLC				
287336485071X	WIRELESS PHONE/DATA CHGS - POLICE NOV'25			$608.07
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	361.95	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	70.32	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	140.64	
	POLICE DEPARTMENT	TELEPHONE - WIRELESS	35.16	
287339154011X	WIRELESS PHONE/DATA CHGS - FIRE NOV'25			$102.71
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	66.54	
	FIRE DEPARTMENT - SANDPOINT	TELEPHONE - WIRELESS	36.17	
287339152904X	WIRELESS PHONE/DATA CHGS - CITY HALL NOV'25			$66.78
	FINANCE DEPARTMENT	TELEPHONE - WIRELESS	32.02	
	MAYOR'S OFFICE	TELEPHONE - WIRELESS	34.76	
287339153398X	WIRELESS PHONE/DATA CHGS - PARKS NOV'25			$188.32
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	108.51	
	COMMUNITY DEVELOPMENT ADMINISTRATION	TELEPHONE - WIRELESS	23.27	
	RECREATION	TELEPHONE - WIRELESS	23.27	
	CITY BEACH CONCESSIONS	TELEPHONE - WIRELESS	33.27	
287339151180X	WIRELESS PHONE/DATA CHGS - PUBLIC WORKS NOV'25			$880.64
	WATER TREATMENT	TELEPHONE - WIRELESS	102.71	
	STREET MAINTENANCE DIVISION	TELEPHONE - WIRELESS	72.34	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	512.31	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	58.43	
	PUBLIC WORKS ADMINISTRATION	OFFICE SUPPLIES/EQUIPMENT	134.85	
287354932666X	FLEET WIRELESS TRACKING 09/24/25-10/23/2025 (FY26)			$580.08
	WATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	37.02	
	WASTEWATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	49.36	
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - IMAGERY/TRACKING	37.02	
	WATER DISTRIBUTION	SOFTWARE/SAAS - IMAGERY/TRACKING	74.04	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - IMAGERY/TRACKING	382.64	
287354932666X	FLEET WIRELESS TRACKING 10/24/25-11/23/2025 (FY26)			$900.04
	WATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	43.56	
	WASTEWATER TREATMENT	SOFTWARE/SAAS - IMAGERY/TRACKING	58.08	
	WASTEWATER COLLECTIONS	SOFTWARE/SAAS - IMAGERY/TRACKING	43.56	
	WATER DISTRIBUTION	SOFTWARE/SAAS - IMAGERY/TRACKING	87.12	
	INFORMATION TECHNOLOGY DIVISION	SOFTWARE/SAAS - IMAGERY/TRACKING	667.72	
DYB112025	CITY IOT CHIP SRVCS - 11.05.25-12.04.25			$276.31
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	139.30	
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	52.79	
	CENTRAL SERVICES DEPARTMENT	TELEPHONE - WIRELESS	46.79	
	PARK MAINTENANCE & CAPITAL	TELEPHONE - WIRELESS	37.43	
		Total For: AT&T MOBILITY II, LLC		**$3,602.95**
Vendor: AUTO HAUS INC				
13035	ST PLOW: OBLONG REFLECTOR (1)			$8.99
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	8.99	
13029	ST PLOW TRUCK: 25 GAL DE-ICER (6) XC21 EXTRACLEAR (4)			$104.54
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	104.54	
13025	ST PLOW: 4X4 LED LIGHT (2)			$43.98
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	43.98	
12969	SHOP: FUSES 32V PRO 20A			$10.79
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	3.60	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	3.60	
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	3.59	
		Total For: AUTO HAUS INC		**$168.30**
Vendor: AVISTA UTILITIES				
11/01/25-11/17/2	MNTHLY UTILITIES - ONTARIO			$39.27
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	39.27	
10.14.25-11.12.2	FY26 MONTHLY AVISTA UTILITIES - CITY WIDE ACCT 4707730000			$45,242.00

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	2,321.33	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	96.25	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	121.68	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	23.18	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	109.94	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	392.07	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	43.43	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,811.71	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	20.38	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	221.15	
	STREET MAINTENANCE DIVISION	ELECTRICITY	10,719.24	
	PARK MAINTENANCE & CAPITAL	ELECTRICITY	1,644.62	
	WATER TREATMENT	ELECTRICITY	10,480.29	
	WASTEWATER COLLECTIONS	ELECTRICITY	2,056.62	
	WASTEWATER TREATMENT	ELECTRICITY	11,109.79	
	RECREATION	ELECTRICITY	26.89	
	STREET MAINTENANCE DIVISION	ELECTRICITY	502.45	
	CENTRAL SERVICES DEPARTMENT	ELECTRICITY	24.35	
	GOVERNMENT BUILDING & GROUNDS DIVISION	ELECTRICITY	132.60	
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ELECTRICITY	3,384.09	
		Total For: AVISTA UTILITIES		**$45,281.33**
Vendor: B&E ELECTRIC INC				
CS4392	WWTP: TROUBLESHOOT SANDCREEK BACKWASH ISSUE			$1,900.00
	WASTEWATER COLLECTIONS	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	1,900.00	
		Total For: B&E ELECTRIC INC		**$1,900.00**
Vendor: BADGER METER INC				
80219206	WD: BEACON WTR METER READER - NOV '25 (FY26)			$581.79
	WATER DISTRIBUTION	SOFTWARE/SAAS - WATER METER READING	581.79	
		Total For: BADGER METER INC		**$581.79**
Vendor: BENNETT LEEN				
IDZ341630	WD: IDAHO WATER DIST. CLASS 1 REIMBURSEMENT			$106.00
	WATER DISTRIBUTION	TRAINING AND TRAVEL	106.00	
		Total For: BENNETT LEEN		**$106.00**
Vendor: BILLING DOCUMENT SPECIALISTS				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
103669	UTILITY BILLING NOVEMBER REG & LATE NOTICES			$1,183.51
	UTILITY BILLING	TECH SERVICES - UTILITY BILLING	306.54	
	UTILITY BILLING	POSTAGE	876.97	
		Total For: BILLING DOCUMENT SPECIALISTS		**$1,183.51**
Vendor: BONNER COUNTY DAILY BEE				
0000043565	SUMMARY OF ORD AMENDING CODE 3-2-9 OPEN CONTAINER LAW			$56.20
	CITY CLERK'S OFFICE	ADVERTISING	56.20	
0000043564	SUMMARY OF ORDINANCE REPEAL/REPLACE CITY CODE 5-2-10			$55.43
	CITY CLERK'S OFFICE	ADVERTISING	55.43	
		Total For: BONNER COUNTY DAILY BEE		**$111.63**
Vendor: BONNER COUNTY PROSECUTING ATTY				
BCPA084	FY26 - PROSECUTING ATTORNEY SERVICES NOV'25			$7,366.66
	LEGAL	OTHER PROF SERVICE - LEGAL - CRIMINAL	7,366.66	
		Total For: BONNER COUNTY PROSECUTING ATTY		**$7,366.66**
Vendor: BONNER COUNTY SOLID WASTE				
0062372	DISPOSAL OF OLD FLOATING BOOMS - FIRE DEPT			$200.00
	FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	200.00	
		Total For: BONNER COUNTY SOLID WASTE		**$200.00**
Vendor: BONNER COUNTY TAX COLLECTOR				
PROPTAXES-20	ANNUAL PROPERTY TAXES 2025			$2,871.26
	WATER TREATMENT	MISCELLANEOUS	4.26	
	WATER TREATMENT	MISCELLANEOUS	8.54	
	WATER TREATMENT	MISCELLANEOUS	108.26	
	WATER TREATMENT	MISCELLANEOUS	12.00	
	WATER TREATMENT	MISCELLANEOUS	24.00	
	WATER TREATMENT	MISCELLANEOUS	86.28	
	WATER TREATMENT	MISCELLANEOUS	66.40	
	WATER TREATMENT	MISCELLANEOUS	0.48	
	WATER TREATMENT	MISCELLANEOUS	0.48	
	WATER TREATMENT	MISCELLANEOUS	249.98	
	WATER TREATMENT	MISCELLANEOUS	65.32	
	WATER TREATMENT	MISCELLANEOUS	24.00	
	WATER TREATMENT	MISCELLANEOUS	48.00	
	WATER TREATMENT	MISCELLANEOUS	144.00	
	WATER TREATMENT	MISCELLANEOUS	168.78	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER TREATMENT	MISCELLANEOUS	384.48	
	WATER TREATMENT	MISCELLANEOUS	384.00	
	WATER TREATMENT	MISCELLANEOUS	300.00	
	WATER TREATMENT	MISCELLANEOUS	144.00	
	WATER TREATMENT	MISCELLANEOUS	312.00	
	WATER TREATMENT	MISCELLANEOUS	336.00	
		Total For: BONNER COUNTY TAX COLLECTOR		**$2,871.26**
Vendor: BONNER GENERAL HEALTH				
NOV242025	MEDICAL SUPPLIES - SODIUM CHLORIDE FLUSH			$0.74
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	0.74	
		Total For: BONNER GENERAL HEALTH		**$0.74**
Vendor: BOUNDARY TRACTOR YAMAHA				
BTC-224659	PARKS: RANGER POLARIS ANNUAL SERVICE/MAINTENANCE + WINDSHIELD			$1,172.59
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	592.45	
	PARK MAINTENANCE & CAPITAL	SERVICES - EQUIPMENT - R&M	580.14	
BTC-2127218	THRMSTT, GSKT CVR, OIL FLTR, OIL - KUBOTA SIDE BY SIDE - ALL PARKS			$117.94
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	117.94	
		Total For: BOUNDARY TRACTOR YAMAHA		**$1,290.53**
Vendor: BROWN'S NORTHSIDE				
S172060	ST: BLADE GUIDE 36 INCH SAM1308110			$48.61
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	48.61	
S172126	WD & ST: 36IN BLADES (2) AND LUBE, BOLTS (@) NYLOCK (2)			$123.20
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	111.24	
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	11.96	
		Total For: BROWN'S NORTHSIDE		**$171.81**
Vendor: CC VENDOR - WELLS FARGO				
112-0692655-30	AMZN: VOISEN EAR PLUGS 500 PAIRS			$49.10
	FIRE DEPARTMENT - SANDPOINT	OPERATIONAL SUPPLIES/EQUIPMENT	49.10	
111-8427847-83	AMZN: SHOP: WELDING CAPS, HEADLAMPS			$45.97
	STREET MAINTENANCE DIVISION	TOOLS	15.33	
	WATER DISTRIBUTION	TOOLS	15.32	
	WASTEWATER COLLECTIONS	TOOLS	15.32	
2025102741	COURT RESERVE JER - NOV 25			$199.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	SOFTWARE/SAAS - RECTRAC/REC1/TEAMSIDELIN	199.00	
3RFGXQDW	PSI EXAMS: TESTING - JAMES SILAS			$1

Invoice Number	Invoice Description Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	TRAINING AND TRAVEL	106.00	
113-6262248-62	AMZN: SAMSUNG PM863 960GB FOR IT (1)			$213.17
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	213.17	
113-2996211-26	AMZN: 6TB WD INTERNAL HARD DRIVE (2)			$372.31
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	372.31	
113-7682247-95	AMZN: RETRACTABLE DRIVEWAY GUARD FOR JER			$148.99
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	148.99	
11271	STAPLES: OFFICE SUPPLIES FOR CDBG GRANT APPLICATION			$29.78
	CENTRAL SERVICES DEPARTMENT	OFFICE SUPPLIES/EQUIPMENT	29.78	
0020000321	UPS POSTAGE TO MAIL CDBG GRANT APPLICATION			$18.22
	CENTRAL SERVICES DEPARTMENT	POSTAGE	18.22	
113-0462311-25	AMAZON - PHONE CHARGER BATTERY PACKS			$46.87
	POLICE DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	46.87	
59938 CR - T009	T0090: FAIRFIELD: ST: TAX REFUND FROM LHTAC HOTEL STAY			$(50.31)
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	(50.31)	
59937 CR - T009	T0091: FAIRFIELD: ST: TAX REFUND FROM LHTAC HOTEL STAY			$(50.31)
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	(50.31)	
111-8355751-95	AMZN: ST: SNOW PLOW NAVISTAR AIR BRAKE VALVE			$108.75
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	108.75	
1Z48TE2K42086	UPS: COURIER SERVICES - MAILING EVIDENCE			$23.18
	POLICE DEPARTMENT	POSTAGE	23.18	
111-0074013-59	AMZN: EXPANSION 20TB EXTERNAL HARD DRIVE			$279.99
	INFORMATION TECHNOLOGY DIVISION	COMPUTER SUPPLIES/EQUIPMENT	279.99	
0030005448	UPS: RETURNING DUPLICATE ORDER OF CC MACHINE			$34.90
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OFFICE SUPPLIES/EQUIPMENT	34.90	
111-8240618-91	AMZN: INDUSTRIAL LABEL MAKER RHINO 5200 FOR IT			$216.94
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	216.94	
111-2183112-67	AMZN: 6FT 1 PORT USB TO SERIAL RS232 ADAPTER FOR IT			$29.14
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	29.14	
111-4157151-46	AMZN: KLEIN TOOLS WIRE CUTTER/STRIPPER FOR IT			$27.52
	INFORMATION TECHNOLOGY DIVISION	IT SUPPLIES/EQUIPMENT	27.52	
46H-D422-L435	WWTP: NEU OPERATOR CLASS IV - ZACHARY NEU			$25.00
	WASTEWATER TREATMENT	TRAINING AND TRAVEL	25.00	
80575	STAPLES: PW ADMIN: BINDER & DIVIDERS DOWNTOWN REVITAL GRANT PROJEC			$39.77
	PUBLIC WORKS ADMINISTRATION	OPERATIONAL SUPPLIES/EQUIPMENT	39.77	
80576	STAPLES: PW ADMIN BINDERS FOR ISPWC COPIES			$63.94
	PUBLIC WORKS ADMINISTRATION	OPERATIONAL SUPPLIES/EQUIPMENT	63.94	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
44806335	NOMNOM: FUEL FOR CITY VEH - IHTAC BOISE ID - T0091 & T0090			$34.03
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	34.03	
59938 - T0090	T0090: FAIRFIELD MARRIOTT: ST: ALBIN LHTAC HOTEL STAY			$437.31
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	437.31	
59937 - T0091	T0091 FAIRFIELD MARRIOTT: ST: PLATT LHTAC HOTEL STAY T0091			$437.31
	STREET MAINTENANCE DIVISION	TRAINING AND TRAVEL	437.31	
		Total For: CC VENDOR - WELLS FARGO		**$2,886.57**
Vendor: CENTURY WEST ENGINEERING CORP				
251056	PW ADMIN: CHURCH STREET TASK 1 LABOR (A26-2410-1)			$1,380.00
	PUBLIC WORKS ADMINISTRATION	OTHER PROF SERVICE - ENGINEERING/ARCHITE	1,380.00	
		Total For: CENTURY WEST ENGINEERING CORP		**$1,380.00**
Vendor: CHAMPION CONCRETE PUMPING INC				
421890	WTP: ANTHRACITE FILTER MEDIA REPLACEMENT (SCHWEITZER MNT ROAD)			$1,990.04
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	1,990.04	
		Total For: CHAMPION CONCRETE PUMPING INC		**$1,990.04**
Vendor: CLEARWATER SPRINGS				
915208	WWTP: 4/1 GAL STEAMED DIST + FUEL SURCHARGE			$35.00
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	35.00	
		Total For: CLEARWATER SPRINGS		**$35.00**
Vendor: COEUR D'ALENE POWERSPORTS				
120791	QUAD OIL - ROW			$85.98
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	85.98	
		Total For: COEUR D'ALENE POWERSPORTS		**$85.98**
Vendor: COLEMAN OIL				
CP-0335353	NOVEMBER FUEL CHARGES POLICE DEPT			$2,690.41
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	114.90	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	206.85	
	POLICE DEPARTMENT	FUEL - GASOLINE/DIESEL	2,368.66	
CP-0335360	NOVEMBER 2025 FUEL CHARGES (1101, 1131 & 1141) (FY26)			$667.88
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	224.20	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	400.26	
	FIRE DEPARTMENT - SANDPOINT	FUEL - GASOLINE/DIESEL	43.42	
INV-339512	WD: MOTOR OIL 5W20 3 GALLONS			$45.39
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	45.39	
		Total For: COLEMAN OIL		**$3,4**

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
Vendor: CONSOLIDATED SUPPLY CO.				
S012712414.001	WD: TRUMBULL T-374 REPAIR OUTSIDE LID (2)			$75.69
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	75.69	
S012702207.001	WD: PVC PIPE BELL END			$47.22
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	47.22	
S012667724.001	WD/WT: LIQUID CHLORINE AND SANITARY DRUM (SAND CREEK DISINFECTION)			$2,588.23
	WATER TREATMENT	CHEMICAL SUPPLIES	2,588.23	
S012683876.001	WD: BREAKABLE FLANGES #113 (6)			$387.86
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	387.86	
S012690373.002	WWC: FLG BOT & NUT SET, GASKET REFUND			$(38.59)
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	(38.59)	
S012700326.001	WWC: FULL FACE GASKET			$5.13
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	5.13	
S012697709.001	WD: SEWER PIPE WITH RINGS			$227.08
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	227.08	
S012708223.001	PARKS MEMORIAL: SOLENOIDS FOR AUTO FLSH TOILETS (3)			$159.09
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	159.09	
S012699205.001	WD: (6) ROMAC SC-12X3 3/4"X3" REPAIR CLAMP FOR STD STEEL & FREIGHT CHAR			$160.35
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	160.35	
		Total For: CONSOLIDATED SUPPLY CO.		**$3,612.06**
Vendor: CONTROLFREEK INC				
7099	WTP: PROGRAM NEW EFFLUENT VALVE AND TEST (856 SCHWEITZER MOUNTAIN			$915.30
	WATER TREATMENT	SERVICES - INFRASTRUCTURE - R&M	915.30	
		Total For: CONTROLFREEK INC		**$915.30**
Vendor: CO-OP GAS & SUPPLY CO.				
73742	WTP: DE ICER, REFLECTIVE STAFFS (2)			$13.37
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	13.37	
39685	WWC: DRILL BITS AND SCREWS FOR SOUTH BOYER			$8.99
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	8.99	
47276	WTP: GAS STABLIZER, ZIPLOCKS, BOLTS			$28.14
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	28.14	
76301	SHOP: PRETREATMENT SPRAY (2) AND OXY CLEANER (1)			$24.97
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	8.32	
	WASTEWATER COLLECTIONS	OPERATIONAL SUPPLIES/EQUIPMENT	8.32	
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	8.33	
32561	WD: GLOVES NITRILE AND TUFF DIP LATEX			$
	WATER DISTRIBUTION	OPERATIONAL SUPPLIES/EQUIPMENT	19.98	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
48225	WTP: DISTILLED WATER 1 GAL			$16.74
	WATER TREATMENT	FACILITY SUPPLIES	16.74	
		Total For: CO-OP GAS & SUPPLY CO.		**$112.19**
Vendor: COREY COON				
PER DIEM T008	ID POST GRADUATION 12/11 -12/13 2025 - T0089			$215.00
	POLICE DEPARTMENT	TRAINING AND TRAVEL	215.00	
		Total For: COREY COON		**$215.00**
Vendor: CSG FORTE PAYMENT, INC				
0014885134	MONTHLY STATEMENT FEE NOV 2025			$5.00
	RECREATION	CREDIT CARD SERVICE	5.00	
		Total For: CSG FORTE PAYMENT, INC		**$5.00**
Vendor: EMSCONNECT				
14316	MONTHLY FIRE/EMS CONTINUING EDUCATION (10)			$75.00
	FIRE DEPARTMENT - SANDPOINT	LICENSES/DUES & SUBSCR (JOB RELATED)	75.00	
		Total For: EMSCONNECT		**$75.00**
Vendor: FATBEAM LLC				
64010	FIBER MNTHLY INTERNET SRVC AT JER - DEC'25			$395.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	INTERNET - FIBER/T1	395.00	
63830	INTERNET SRVCS - CITY HALL DEC'25			$406.85
	INFORMATION TECHNOLOGY DIVISION	INTERNET - FIBER/T1	406.85	
		Total For: FATBEAM LLC		**$801.85**
Vendor: FEDERAL EXPRESS				
9-065-44922	WWTP: FEDEX - ANTEK LABS SHIPPING FEES			$14.69
	WASTEWATER TREATMENT	POSTAGE	14.69	
		Total For: FEDERAL EXPRESS		**$14.69**
Vendor: FIRST COMMUNICATIONS LLC				
128603514	LONG DISTANCE PHONE CHGS - DEC'25			$53.14
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	53.14	
		Total For: FIRST COMMUNICATIONS LLC		**$53.14**
Vendor: GRAINGER INC				
9729292236	WTP: HOSE ADAPTER 1/8" (2)			$55.30
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	55.30	
9729838822	ST: VIBRATION BETA CLAMP (2)			$10.76
	STREET MAINTENANCE DIVISION	VEHICLE & MACH SUPPLIES/PARTS	10.76	
9719961279	WWTP: CLEANER (2), RECLOSABLE BAG (2), DRY WIPES (6)			$5

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	CLEANING SUPPLIES	566.48	
9719961261	WWTP: HAND SOAP (1), HOT 16OZ CUPS (1), TRASH BAGS PK100 (2)			$339.03
	WASTEWATER TREATMENT	FACILITY SUPPLIES	339.03	
		Total For: GRAINGER INC		**$971.57**
Vendor: GRIPTION TIRES INC				
74750	TRS FOR HUSQUARNA TRCTR - BEACH			$327.80
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	327.80	
		Total For: GRIPTION TIRES INC		**$327.80**
Vendor: GRIZZLY GLASS CENTERS				
WO H0178292	WINDSHEILD REPAIR -BRONCO- P21480			$39.95
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	39.95	
		Total For: GRIZZLY GLASS CENTERS		**$39.95**
Vendor: HACH COMPANY				
14770164	WTP: REAGENT SET, CHLORINE FREE			$87.62
	WATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	87.62	
		Total For: HACH COMPANY		**$87.62**
Vendor: HAWLEY TROXELL ENNIS & HAWLEY LLP				
59546.0002	LEGAL SERVICES BOND ELECTION - WWTP			$5,000.00
	WASTEWATER CAPITAL PROJECTS	OTHER PROF SERVICE - LEGAL - LIT/OTHER	5,000.00	
		Total For: HAWLEY TROXELL ENNIS & HAWLEY LLP		**$5,000.00**
Vendor: HENRY SCHEIN INC				
45827915	CATHETER (1) AND NITRILE GLOVES (9) FOR FIRE DEPT			$113.45
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	113.45	
44236434	IV CATHETERS (3) BOTTLE ASPIRIN 81MG (1) CANNULA O2 TUBE (1)			$14.46
	FIRE DEPARTMENT - SANDPOINT	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	14.46	
		Total For: HENRY SCHEIN INC		**$127.91**
Vendor: IDAHO DEPT OF LANDS				
B200044 2026	2026 SUB-COMM MARINA WINDBAG RENTAL			$250.00
	PARK MAINTENANCE & CAPITAL	RENTAL OF LAND AND BUILDING	250.00	
		Total For: IDAHO DEPT OF LANDS		**$250.00**
Vendor: IIA LIFTING SERVICES INC				
INDI106101	ANNUAL AERIAL AND GROUND LADDER TESTING (1141) (FY26)			$2,319.50
	FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	2,319.50	
		Total For: IIA LIFTING SERVICES INC		**$2,319.50**
Vendor: INNOVATE! INC.				

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
SI05810	GIS SUPPORT SERVICES NOV 2025 - (FY26)			$3,768.40
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - GIS SERVICES	3,768.40	
		Total For: INNOVATE! INC.		**$3,768.40**
Vendor: INSIGHT DISTRIBUTING INC				
0542782-IN	TRASH BAGS CNLNR 33 GAL (2), SOAP (2), TOWEL ROLL (2) - JER			$367.80
	JAMES E. RUSSELL SPORTS CENTER FACILITY	OPERATIONAL SUPPLIES/EQUIPMENT	367.80	
0542778-IN	1 CASE PERFORATED TOWELS & 1 CASE 33 GAL TRASH BAGS			$119.28
	GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	119.28	
0542769-IN	CUSTODIAL SUPPLIES CITY HALL: TOWEL (2), TP (3), TRASH BAGS (1)			$276.03
	GOVERNMENT BUILDING & GROUNDS DIVISION	FACILITY SUPPLIES	276.03	
		Total For: INSIGHT DISTRIBUTING INC		**$763.11**
Vendor: JAMES A SEWELL & ASSOC LLC				
114232	RUTH AND BOYER ALLEY SEWER MAIN REPLACEMENT 2ND AMENDMENT			$2,722.85
	WASTEWATER CAPITAL PROJECTS	CAPITAL IMPROVEMENTS OTHER THAN BUILDING	2,722.85	
		Total For: JAMES A SEWELL & ASSOC LLC		**$2,722.85**
Vendor: J-U-B ENGINEERS INC				
190826	LITTLE SANDCREEK CULVERT DESIGN			$12,927.00
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	2,667.60	
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	3,384.70	
	STREET CAPITAL & PROJECTS	OTHER PROF SERVICE - ENGINEERING/ARCHITE	6,874.70	
		Total For: J-U-B ENGINEERS INC		**$12,927.00**
Vendor: KELLEY CREATE				
40672498	DEC - 2025 PRINTER LEASE			$261.02
	POLICE DEPARTMENT	COPIER LEASE	261.02	
		Total For: KELLEY CREATE		**$261.02**
Vendor: KEOKEE COMPANY PUBLISHING INC				
68153	1/2 PAGE AD IN SNDPNT MAG - JER AD			$1,886.00
	JAMES E. RUSSELL SPORTS CENTER FACILITY	ADVERTISING	1,886.00	
		Total For: KEOKEE COMPANY PUBLISHING INC		**$1,886.00**
Vendor: KUBWATER RESOURCES INC				
13395	WWTP: BELT PRESS POLYMER - ZETAG 8190			$10,216.80
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	10,216.80	
		Total For: KUBWATER RESOURCES INC		**$10,216.80**
Vendor: Legacy Heating and Cooling				
33668281	WWTP: OFFICE SPLIT REPAIR			$1

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	170.00	
34994363	WWTP: DAMAGED VENTING REPAIR (3) - A24-1940-6			$844.20
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	844.20	
34995698	WWTP: CONTROL BOARD AND IGNITION REPLACEMENT			$1,099.95
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	1,099.95	
35060270	WWTP PRESSURE SWITCH REPLACEMENT ON 2ND FLOOR HEATER			$640.00
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	640.00	
25163.20	HVAC IMPROVEMENTS AT MEMORIAL FIELD			$27,975.00
	PARK MAINTENANCE & CAPITAL	CAPITAL CONSTRUCTION SERVICES - BUILDING	27,975.00	
35017012	CITY HALL: HVAC PRESSURE TUBE LINE CLOG REPAIR			$325.00
	GOVERNMENT BUILDING & GROUNDS DIVISION	SERVICES - BUILDING - R&M	325.00	
		Total For: Legacy Heating and Cooling		**$31,054.15**
Vendor: LEGACY HEATING AND COOLING				
34764845	WWTP: 6 HEATER UNIT REPAIRS 10/31/2025			$1,003.75
	WASTEWATER TREATMENT	SERVICES - BUILDING - R&M	1,003.75	
		Total For: LEGACY HEATING AND COOLING		**$1,003.75**
Vendor: LES SCHWAB TIRE CENTER				
10800943795	SP14 - WHEEL BALANCE & PRESSURE MONITORING SYSTEMS			$108.96
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	108.96	
10800943715	SPD14- 4 NEW TIRES (VIN 1FM5K8AR0HGA94407)			$834.68
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	834.68	
10800941093	SPD15 - 2017 FORD - NEW TIRE BALANCE & TIRE PRESSURE MONITORING REBLD			$128.92
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	128.92	
10800941095	SPD15 - 2017 FORD -4 NEW TIRES (VIN 1FM5K8AR2HGA94408)			$834.68
	POLICE DEPARTMENT	SERVICES - AUTOMOTIVE - R&M	834.68	
		Total For: LES SCHWAB TIRE CENTER		**$1,907.24**
Vendor: MES SERVICE COMPANY				
IN2389449	SCBA FIT TESTING (2) SCBA SERVICE CALL (1)			$145.00
	FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	145.00	
IN2381070	SCBA MASK FIT TESTING (8)			$280.00
	FIRE DEPARTMENT - SANDPOINT	SERVICES - EQUIPMENT - R&M	280.00	
IN2376948	AERIAL LADDER STRIKER AND MOUNTING HARDWARE (1141)			$221.88
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	221.88	
		Total For: MES SERVICE COMPANY		**$646.88**
Vendor: Mort Construction				
B25-0001	Check Request For Bond: B25-0001			$1,5

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	UNCLASSIFIED	ACCOUNTS PAYABLE	1,500.00	
B25-0002	Check Request For Bond: B25-0002			$1,500.00
	UNCLASSIFIED	ACCOUNTS PAYABLE	1,500.00	
B25-0003	Check Request For Bond: B25-0003			$1,500.00
	UNCLASSIFIED	ACCOUNTS PAYABLE	1,500.00	
		Total For: Mort Construction		**$4,500.00**
Vendor: MOUNTAIN VIEW FAMILY MEDICINE				
24759	NEW HIRE- JOSIAH OEDEWALDT - PREHIRE PHYSICAL			$240.00
	POLICE DEPARTMENT	OTHER PROF SERVICE - MEDICAL	240.00	
		Total For: MOUNTAIN VIEW FAMILY MEDICINE		**$240.00**
Vendor: NAPA AUTO PARTS				
258373	ANTIFREEZE TESTER - BEACH TOOLS			$7.78
	PARK MAINTENANCE & CAPITAL	TOOLS	7.78	
		Total For: NAPA AUTO PARTS		**$7.78**
Vendor: NORTH 40 OUTFITTERS				
050500/B	WTP: RACHET STRAPS			$87.95
	WATER TREATMENT	FACILITY SUPPLIES	87.95	
050527/B	ST: BLACK PRIMER			$27.96
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	27.96	
50500/B	WTP: RATCHET STRAPS 2X20 (2) & 2X27 (3)			$87.95
	WATER TREATMENT	TOOLS	87.95	
050641/B	ST: TOOLS PRY BAR ROLLING HEAD (2) & UBOLTS (4)			$67.94
	STREET MAINTENANCE DIVISION	TOOLS	67.94	
050618/B	WWTP: GLOVES, UTILITY KNIFE, PLIERS, BATTERY PACK			$226.93
	WASTEWATER TREATMENT	TOOLS	226.93	
050616/B	ST: ANTIFREEZE -50 1 GAL (12)			$35.88
	STREET MAINTENANCE DIVISION	OPERATIONAL SUPPLIES/EQUIPMENT	35.88	
050649/B	WD: HEADLAMPS ACTIK 450 LUMENS (2)			$119.98
	WATER DISTRIBUTION	SAFETY/PPE/MEDICAL SUPPLIES/EQUIPMENT	119.98	
050650/B	SC WD: EXT CORDS (4) AND OUTLET TAP (1)			$116.37
	WATER DISTRIBUTION	TOOLS	58.19	
	WASTEWATER COLLECTIONS	TOOLS	58.18	
050678/B	BEACH: RACHET STRAP 4 PK			$17.99
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	17.99	
050627/B	OIL 4 YAMAH 10W40 (3), PLW GLVS (1) - ALL PARKS			$89.96
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	29.97	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	59.99	
		Total For: NORTH 40 OUTFITTERS		**$878.91**
Vendor: NORTH IDAHO TOWING LLC				
5317	#25-015603 -VEHICLE TOW FOR INVESTIGATION TO IMPOUND YARD			$225.00
	POLICE DEPARTMENT	TECH SERVICES - TOWING & IMPOUND	225.00	
		Total For: NORTH IDAHO TOWING LLC		**$225.00**
Vendor: NORTHERN LIGHTS				
94201 11-25	WTP: 300 WOODLAND DR ELECTRIC 11-26-25 (FY26)			$104.72
	WATER TREATMENT	ELECTRICITY	104.72	
94202 11-25	WTP: 295 WOODLAND DR ELECTRIC 11-26-25 (FY26)			$165.39
	WATER TREATMENT	ELECTRICITY	165.39	
50278925 11-25	ST: SPRING HAVEN LIGHTS (BOYER & JENNY) 50278925 11-26-25 (FY26)			$48.16
	STREET MAINTENANCE DIVISION	ELECTRICITY	48.16	
3521202 11-25	WWC: ELECTRICITY AIRPRK LIFT STATION 3521202 11-26-2025 (FY26)			$80.57
	WASTEWATER COLLECTIONS	ELECTRICITY	80.57	
50430350 11-25	WC: ELECTRICITY 3200 GREAT NORTHERN RD 50430350 11-26-25 (FY26)			$58.22
	WASTEWATER COLLECTIONS	ELECTRICITY	58.22	
94200 11-25	WTP: 856 SCHWEITZER MTN RD 94200 11-26-25 (FY26)			$922.67
	WATER TREATMENT	ELECTRICITY	922.67	
50242287 11-25	ST: GRAND VIEW STREET LIGHTS 50242287 11-26-25 (FY26)			$23.22
	STREET MAINTENANCE DIVISION	ELECTRICITY	23.22	
3521203 11-25	BALDY MNT RADIO SITE 1 ELECTRIC 3521203 11-26-25 (FY26)			$91.20
	GENERAL GOVERNMENT PROJECTS	ELECTRICITY	91.20	
3521201 11-25	WWC: BOYER AVE JAIL LFT STN N ELECTRIC 11-26-25 (FY26)			$73.18
	WASTEWATER COLLECTIONS	ELECTRICITY	73.18	
		Total For: NORTHERN LIGHTS		**$1,567.33**
Vendor: OXARC INC				
0062179609	WTP CHLORINE AND CYLINDERS			$144.81
	WATER TREATMENT	CHEMICAL SUPPLIES	144.81	
0062177054	WWTP CHLORINE AND SULFUR DIOXIDE CYLINDER RENTALS AT WWTP			$162.30
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	162.30	
0032460615	WWTP: CHLORINE & SULFUR DIOXIDE			$5,380.77
	WASTEWATER TREATMENT	CHEMICAL SUPPLIES	5,380.77	
		Total For: OXARC INC		**$5,687.88**
Vendor: PAPE MACHINERY INC				
16555680	OIL FOR JOHN DEERE TRCTR - SPRTS CMPLX			$

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	67.07	
		Total For: PAPE MACHINERY INC		**$67.07**
Vendor: PASSPORT LABS INC				
INV-1057019	PARKING TICKET SOFTWARE SVCS - NOV 2025			$1,101.76
	POLICE DEPARTMENT	TECH SERVICES - PUBLIC SAFETY TICKETING	1,101.76	
		Total For: PASSPORT LABS INC		**$1,101.76**
Vendor: PASSWORD ANSWER SERVICE INC				
000038-679-941	ANSWERING SERVICES AGREEMENT - DEC'25 (FY26)			$184.75
	PUBLIC WORKS ADMINISTRATION	TELEPHONE - LANDLINE & OTHER	184.75	
		Total For: PASSWORD ANSWER SERVICE INC		**$184.75**
Vendor: PELICANCORP ONE CALL INC				
INV-1547	MONTHLY UTILITY LOCATOR SERVICES NOVEMBER'25			$207.90
	WATER DISTRIBUTION	TELEPHONE - LANDLINE & OTHER	103.95	
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	103.95	
		Total For: PELICANCORP ONE CALL INC		**$207.90**
Vendor: PHOENIX FAB WORKS LLC				
1477	CUSTOM H FRAME SIGN FOR SAND CREEK + INSTALL			$5,400.00
	WATER TREATMENT	SERVICES - BUILDING - R&M	4,500.00	
	WATER TREATMENT	SERVICES - BUILDING - R&M	900.00	
		Total For: PHOENIX FAB WORKS LLC		**$5,400.00**
Vendor: PITNEY BOWES BANK INC PURCHASE POWER				
12032025	POSTAGE REFILL - OCTOBER 2025			$451.50
	CENTRAL SERVICES DEPARTMENT	POSTAGE	451.50	
		Total For: PITNEY BOWES BANK INC PURCHASE POWER		**$451.50**
Vendor: PITNEY BOWES GLOBAL FINANCIAL SERVI				
3321691673	POSTAGE METER LEASE JAN 01 2026 - MAR 31 2026 (FY26)			$165.00
	CENTRAL SERVICES DEPARTMENT	POSTAGE LEASE	165.00	
		Total For: PITNEY BOWES GLOBAL FINANCIAL SERVI		**$165.00**
Vendor: PITNEY BOWES INC				
1028557809	INK FOR POSTAGE METER 12/01/2025 (FY26)			$91.29
	CENTRAL SERVICES DEPARTMENT	OPERATIONAL SUPPLIES/EQUIPMENT	91.29	
		Total For: PITNEY BOWES INC		**$91.29**
Vendor: RED CEDAR STUDIOS, JACOBS PHOTOGRAPHY, SPOKANE PHOTOBOOTH				
3	ON-CALL AUDIO/VISUAL SUPPORT SERVICES - CHAMBERS			$2,5
	INFORMATION TECHNOLOGY DIVISION	TECH SERVICES - SOFTWARE/SYSTEM SUPPORT	2,575.00	

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	Total For: RED CEDAR STUDIOS, JACOBS PHOTOGRAPHY, SPOKANE PHOTOBOO			**$2,575.00**
Vendor: REFRIGERASHAWN SERVICE CO				
11856	WINTERIZE ICE MCHN - CITY BEACH			$76.00
	CITY BEACH CONCESSIONS	SERVICES - BUILDING - R&M	76.00	
	Total For: REFRIGERASHAWN SERVICE CO			**$76.00**
Vendor: REHN & ASSOCIATES				
INV-00210777	COBRA NOTICE LETTER - PRUMMER, KATELIN			$25.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	25.00	
INV-00210372	COBRA ANNUAL RENEWAL FEE 2025 - (FY26)			$150.00
	CENTRAL SERVICES DEPARTMENT	OTHER PROF SERVICE - HUMAN RESOURCES	150.00	
	Total For: REHN & ASSOCIATES			**$175.00**
Vendor: SAFESAVE PAYMENT SERVICES				
292347378	CREDIT CARD PROCESSING FEES - COURT RESERVE - JER NOV 25			$542.12
	JAMES E. RUSSELL SPORTS CENTER FACILITY	CREDIT CARD SERVICE	542.12	
	Total For: SAFESAVE PAYMENT SERVICES			**$542.12**
Vendor: SANDPOINT BUILDING SUPPLY				
2517616	PARKS AIRPORT: SCRWS (350) - REPAIR NISSHA MED BLDG ROOF			$66.50
	GENERAL GOVERNMENT PROJECTS	OPERATIONAL SUPPLIES/EQUIPMENT	66.50	
2515645	ST: 6X6 12' FOR BRINE PUMP SUPPLY			$(246.56)
	STREET MAINTENANCE DIVISION	FACILITY SUPPLIES	(246.56)	
	Total For: SANDPOINT BUILDING SUPPLY			**$(180.06)**
Vendor: SEAWESTERN INC				
INV48973	STEAM STRAIGHTENER FOR STACK TIPS (TRUCK 1141)			$382.06
	FIRE DEPARTMENT - SANDPOINT	VEHICLE & MACH SUPPLIES/PARTS	382.06	
	Total For: SEAWESTERN INC			**$382.06**
Vendor: SELKIRK GLASS & CABINETS INC				
44834	PARKS: DOOR 4.5" HAGAR HINGES MILL - LAKE VIEW PARK + FREIGHT			$123.07
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	123.07	
	Total For: SELKIRK GLASS & CABINETS INC			**$123.07**
Vendor: SOUTH FORK HARDWARE (PARKS)				
419462	ALL PARKS: GEN MERCH=ROPE, FAUCET COVER (4), BLD 14/18 TP 6"			$86.42
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	86.42	
418921	PARKS: ELEC TAPE X60 (10) - XMAS LIGHTS			$22.90
	PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	22.90	
418914	ALL PARKS: SNAP KNIFE (1)			

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	PARK MAINTENANCE & CAPITAL	TOOLS	2.49	
418949	XMAS LIGHT SUPPLY - LADDER, 50PL CABLE TIES, WIRE STAKES (4)			$287.34
	PARK MAINTENANCE & CAPITAL	STREET LIGHTING SUPPLIES/EQUIPMENT	287.34	
419174	PARKS MEMORIAL: SCR DRIVER SET, ELEC TAPE, GRND CONNECTOR (2), STRPP			$92.25
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	92.25	
419158	PARKS: GORILLA GL 2PK (1) - BEACH			$5.49
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	5.49	
419599	SPPLS FOR CNCRT LGS LOCTITE & NUTS/BOLTS (12) - TRAVERS			$41.67
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	41.67	
419624	QCK LNK 1/4 (4) QCK LNK 5/16 (6) - 3RD AVE PIER			$37.10
	PARK MAINTENANCE & CAPITAL	OPERATIONAL SUPPLIES/EQUIPMENT	37.10	
419537	SNOW BROOMS & RAIN-X FOR 2025 RAM TRUCK - MEMORIAL			$61.97
	PARK MAINTENANCE & CAPITAL	VEHICLE & MACH SUPPLIES/PARTS	61.97	
		Total For: SOUTH FORK HARDWARE (PARKS)		**$637.63**
Vendor: SOUTH FORK HARDWARE (PUB WKS)				
419696	ST PLOW: 11OZ FLO GRN SPRAY PAINT & 10Z RUSTOLEUM SPRAY			$30.98
	STREET MAINTENANCE DIVISION	SNOW SUPPLIES/EQUIPMENT	30.98	
		Total For: SOUTH FORK HARDWARE (PUB WKS)		**$30.98**
Vendor: STEEL LLC				
34815275	WTP: REPLACE PRESSURE SWITCH			$342.50
	WATER TREATMENT	SERVICES - BUILDING - R&M	342.50	
		Total For: STEEL LLC		**$342.50**
Vendor: STONEWAY ELECTRIC SUPPLY				
S104800431.001	WWTP: KLEIN 1005 CRIMPING TOOL (1)			$43.77
	WASTEWATER TREATMENT	OPERATIONAL SUPPLIES/EQUIPMENT	43.77	
		Total For: STONEWAY ELECTRIC SUPPLY		**$43.77**
Vendor: SUN RENTAL CENTER INC				
301822	ALL PARKS: TRAILER RENTAL - MOWER MOVE 11/25/25			$98.00
	PARK MAINTENANCE & CAPITAL	RENTAL OF EQUIPMENT AND VEHICLES	98.00	
		Total For: SUN RENTAL CENTER INC		**$98.00**
Vendor: SUSAN WOGTEC				
DECEMBERCO	CONTRA DANCE, FRIDAY DECEMBER 12TH, 2025 - BAND			$225.00
	RECREATION	TECH SVS - PARK/REC & ART/GRAPHC DESIGN	225.00	
		Total For: SUSAN WOGTEC		**$225.00**
Vendor: TAYLOR & SONS CHEVROLET				
95614	WD/WWC: MOUNT & BALANCE TIRES 2022 RAM 1500 (IDC02329)			$1,2[illegible]

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WATER DISTRIBUTION	VEHICLE & MACH SUPPLIES/PARTS	638.26	
	WASTEWATER COLLECTIONS	VEHICLE & MACH SUPPLIES/PARTS	638.26	
		Total For: TAYLOR & SONS CHEVROLET		**$1,276.52**
Vendor: THOMAS BROOKS				
REIMB12052025	BOOT REIMB - THOMAS BROOKS FY'26			$125.00
	PARK MAINTENANCE & CAPITAL	UNIFORM & CLOTHING	125.00	
		Total For: THOMAS BROOKS		**$125.00**
Vendor: THOMPSON QUALITY FENCE INC				
003678	TASK 5 - CONCRETE FOOTING INSTALL			$8,586.92
	PARK MAINTENANCE & CAPITAL	CONSTRUCTION SERVICES - NON CAPITAL	8,586.92	
		Total For: THOMPSON QUALITY FENCE INC		**$8,586.92**
Vendor: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC				
5922531-202511	NOV 2025 - BACKGROUND CHECK SERVICE FEE (ACCT ID: 5922531)			$135.00
	POLICE DEPARTMENT	BACKGROUND CHECK SERVICES	135.00	
		Total For: TRANSUNION RISK AND ALTERNATIVE DATA SOLUTIONS, INC		**$135.00**
Vendor: USA BLUE BOOK				
INV00891625	WWTP: LAB SUPPLIES			$718.31
	WASTEWATER TREATMENT	LABORATORY SUPPLIES	718.31	
		Total For: USA BLUE BOOK		**$718.31**
Vendor: VERIZON WIRELESS				
6128971714	WIRELESS PHONE/DATA CHGS - OCT-NOV'25			$101.26
	WATER DISTRIBUTION	TELEPHONE - WIRELESS	38.73	
	WASTEWATER TREATMENT	TELEPHONE - WIRELESS	38.73	
	WASTEWATER COLLECTIONS	TELEPHONE - WIRELESS	23.80	
		Total For: VERIZON WIRELESS		**$101.26**
Vendor: WASTE MANAGEMENT OF IDAHO INC				
DEC2025INVOIC	REFUSE AND WASTE CHRGS DEC 2025 - FY26			$53,441.51
	SANITATION/GARBAGE COLLECTION	TECH SERVICES - GARBAGE REMOVAL	53,441.51	
		Total For: WASTE MANAGEMENT OF IDAHO INC		**$53,441.51**
Vendor: WESTERN STATES EQUIPMENT CO				
IN003397033	WOOD CHPR RNTL - ROW TREES			$340.03
	PARK MAINTENANCE & CAPITAL	TURF/GROUND/TREE/PLANT SUPPLIES/EQUIP	340.03	
		Total For: WESTERN STATES EQUIPMENT CO		**$340.03**
Vendor: WILLIAMS SCOTSMAN INC				
9025035060	WWTP: MODULAR RENTAL 11/19/2025-12/18/2025 (FY26)			$1,211.45

Invoice Number	Invoice Description / Department/Division	GL Account Description	Line Item Amount	Invoice Amount
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	785.40	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	19.64	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	206.26	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	22.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	5.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	70.00	
	WASTEWATER TREATMENT	RENTAL OF LAND AND BUILDING	103.13	
		Total For: WILLIAMS SCOTSMAN INC		**$1,211.43**
Vendor: WOOD'S CRUSHING & HAULING INC				
57981	ST: 3/4" MINUS - NOVEMBER HAULS			$877.84
	STREET MAINTENANCE DIVISION	ROADWAY/PATH SUPPLIES/EQUIPMENT	877.84	
57926	LEAF HAULING 2025 (A26-3100-2)			$4,096.25
	STREET MAINTENANCE DIVISION	DISPOSAL (GARBAGE) SERVICES	4,096.25	
		Total For: WOOD'S CRUSHING & HAULING INC		**$4,974.09**
Vendor: ZIPLY FIBER				
3469 11.25.25	#3469 - PHONE CHGS - TURTLE ROCK 11.25.25-12.24.25			$76.69
	WATER TREATMENT	TELEPHONE - LANDLINE & OTHER	76.69	
4008 11.22.25	4008 - PHONE CHGS - CITY HALL 11.22.25-12.21.25			$277.20
	WASTEWATER COLLECTIONS	TELEPHONE - LANDLINE & OTHER	277.20	
6269 11.22.25	6269 - PHONE CHGS - 911 TRANSFER 11.22.25-12.21.25			$13.80
	POLICE DEPARTMENT	TELEPHONE - LANDLINE & OTHER	13.80	
6708 11.22.25	6708 - PHONE CHGS - CITY HALL 11.22.25-12.21.25			$110.15
	INFORMATION TECHNOLOGY DIVISION	TELEPHONE - LANDLINE & OTHER	110.15	
		Total For: ZIPLY FIBER		**$477.84**

Grand Total: $539,692.06

Councilor Signature: _____ Date: _____

Councilor Name: Pam Duquette

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 5, 2025

MEETING DATE: December 17, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Approval to Apply for the Local Highway Technical Assistance Council 's Small Urban Grant Program FY26 for Improvements on First Avenue and Bridge/Church Streets – Short/Long-Term Concept Project

BACKGROUND:

The Local Highway Technical Assistance Council (LHTAC) is an organization, who develops uniform standards and procedures for highway maintenance, construction, operation and administration; makes recommendations to the Idaho Transportation Board for the distribution and prioritization of federal funds for local highway projects; and assists the Legislature by providing research and data relating to transportation matters affecting Local Highway Jurisdictions (LHJ) within the state.

The City of Sandpoint has been awarded grant funds under the various programs administered by LHTAC such as: the Road Safety Audit (RSA) 2021, the Children Pedestrian Safety Program (2022) and the TAP Program (2025).

Federal Aid: Small Urban - Surface Transportation Block Grant

The Federal Highway Administration (FHWA)dedicates funds to States for Surface Transportation Block Grant (STBG) program under the Infrastructure Investment and Jobs Act (IIJA) "to promote flexibility in State and local transportation decisions and provides flexible funding to best address State and local transportation needs." (FHWA website)

The identified 19 smaller urban areas of Idaho that are between 5,000 and 50,000 populations (based on the 2020 Census), receive STBG funds through LHTAC in a statewide competitive application process (LHTAC website- linked). These urban areas include 26 LHJs. The City of Sandpoint is a part of the LHJ called the Sandpoint Urban Area, which includes the City of Kootenai, the City of Ponderay, the City of Sandpoint, the City of Dover, and a portion of Bonner County (primarily Sagle along Hwy 95). See attached Sandpoint Urban Area Study map from the 2024 Sandpoint Urban Area Transportation Plan Report (Sandpoint UATP) - linked. Stakeholders from these jurisdictions made up the Multi-Jurisdictional Planning Group (MJPG) for the Sandpoint UATP. The checklist notes: "Only one application may be submitted per small urban area annually."

Small Urban STBG grant funds may be used for new construction, reconstruction or rehabilitation of roadways functionally classified by FHWA as urban arterials or urban collectors. It can also be used to create or update a Transportation Plan encompassing the entire urban area (LHTAC website- linked), such as the 2024 Sandpoint UATP.

"LHTAC will only fund $3M or less for construction and construction engineering or provide $3M toward a project funding package. The local jurisdiction can provide additional funds above and beyond the match requirement for larger projects. The local match requirement is 7.34%." (LHTAC website- linked). Small Urban Program funds cannot be used for additional funds or as project match.

Funded projects will follow the LHTAC program requirements and initiatives which include the "Build America, Buy America" (BABA) Act, Davis-Bacon Act (locally prevailing wage rates), and Fair Housing Act (Resolution 22-064) along with environmental assessments. Projects must follow all applicable federal design, procurement, and documentation requirements for the sponsor to remain eligible for federal reimbursement.

DESCRIPTION:

The 2024 Sandpoint UATP evaluated and ranked 32 projects for the Sandpoint Urban Area (See list attached). The First Avenue and Bridge/Church Streets – Short-Term Concept Project is the highest rank project for the City of Sandpoint and the second ranked project for the entire Sandpoint Urban Area. The Bonner County Area Transportation Team (BCATT) selected this project as the one Small Urban application for the Sandpoint Urban Area this cycle.

The project is identified in the 2021 Multimodal Transportation Master Plan (MTMP), and the 2012 Downtown Street Design Guide, and aligns with the 2024 Sandpoint Comprehensive Plan; thus meeting scoring criteria for consistency with adopted plans and involvement in a multi-jurisdictional transportation group (LHTAC's 2026 Small-Urban Application Manual- attached).

This project is to utilize physical devices to prevent left turns onto First Avenue from Bridge Street to improve safety, functionality and make the area more conducive to active transport users. The concept design (attached) for this intersection will be reviewed and completed in the Downtown Revitalization Phase 3a project. The completed design will advance this project into its construction phase at the estimated start of the grant period (January 2027). This grant would support an estimated cost of $1.4M of construction funds to implement improvements at this intersection. The local match, and any project costs above the federal funding request, are anticipated to be provided by the Sandpoint Urban Renewal Agency (SURA).

Upon approval of this item, staff will complete the grant application and submit it by the January 8, 2026 application deadline.

STAFF RECOMMENDATION:

Authorize staff to submit a Small Urban - STBG grant application of up to $3M to LHTAC for improvements on First Avenue and Bridge/Church Streets.

ACTION:

Move to authorize staff to submit a Small Urban - STBG grant application of up to $3M to LHTAC for improvements on First Avenue and Bridge/Church Streets.

WILL THERE BE ANY FINANCIAL IMPACT? Yes **HAS THIS ITEM** BEEN BUDGETED? N/A; submitting the application does not immediately appropriate funds, but if awarded, the City/SURA will need to budget the match in the appropriate fiscal year.

ATTACHMENTS:

1. Sandpoint Urban Area Study Area (2024 Sandpoint UATP)
2. List of Projects (2024 Sandpoint UATP)
3. First Ave. & Bridge St. Short- Term Project Concept (2024 Sandpoint UATP)
4. LHTAC's 2026 Small-Urban Application Manual

LINKS:

1. Sandpoint UATP Report FINAL 2024.03.23.pdf -
2. Infrastructure Investment and Jobs Act - Surface Transportation Block Grant (STBG) Fact Sheet | Federal Highway Administration - https://www.fhwa.dot.gov/infrastructure-investment-and-jobs-act/stbg.cfm
3. Small Urban | LHTAC - https://lhtac.org/programs/federal-aid/small-urban/
4. 2012 Downtown Streets Plan and Design Guide - https://www.sandpointidaho.gov/media/3541
5. 2021 Multimodal Transportation Master Plan - https://www.sandpointidaho.gov/media/3491
6. 2024 Sandpoint Comprehensive Plan – https://www.sandpointidaho.gov/media/9426

7. Downtown Waterfront Design Competition Stage 3 Design Report - https://www.sandpointidaho.gov/media/3641
8. Cleargov Project Page - https://sandpoint-id.cleargov.com/projects/14340/downtown-revitalization-phase-3

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC) FY2026 SMALL URBAN GRANT PROGRAM FOR IMPROVEMENTS ON FIRST AVENUE AND BRIDGE/CHURCH STREETS

WHEREAS: The 2024 Sandpoint Urban Area Transportation Plan (UATP) evaluated and ranked 32 projects for the Sandpoint Urban Area, where the First Avenue and Bridge/Church Streets – Short-Term Concept Project is the highest ranked project for the City of Sandpoint and the second ranked project for the entire Sandpoint Urban Area;

WHEREAS: This project is identified in the 2021 Multimodal Transportation Master Plan (MTMP) and the 2012 Downtown Street Design Guide and aligns with the 2024 Sandpoint Comprehensive Plan, thus meeting scoring criteria for consistency with adopted plans and involvement in a multi-jurisdictional transportation group;

WHEREAS: This project will utilize physical devices to prevent left turns onto First Avenue from Bridge Street to improve safety and functionality and make the area more conducive to active transportation users;

WHEREAS: The concept design for this intersection will be reviewed and completed in the Downtown Revitalization Phase 3a project, with the completed design advancing this project into its construction phase at the estimated start of the grant period; and

WHEREAS: This grant would support an estimated cost of $1.4 million of construction funds to implement improvements at this intersection with the local match, and any project costs above the federal funding request are anticipated to be provided by the Sandpoint Urban Renewal Agency (SURA).

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby authorizes and directs City staff to submit a Small Urban – STBG grant application to LHTAC, seeking up to $3 million for improvements on First Avenue and Bridge/Church Streets.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is hereby authorized to sign any and all grant application documents for this purpose.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

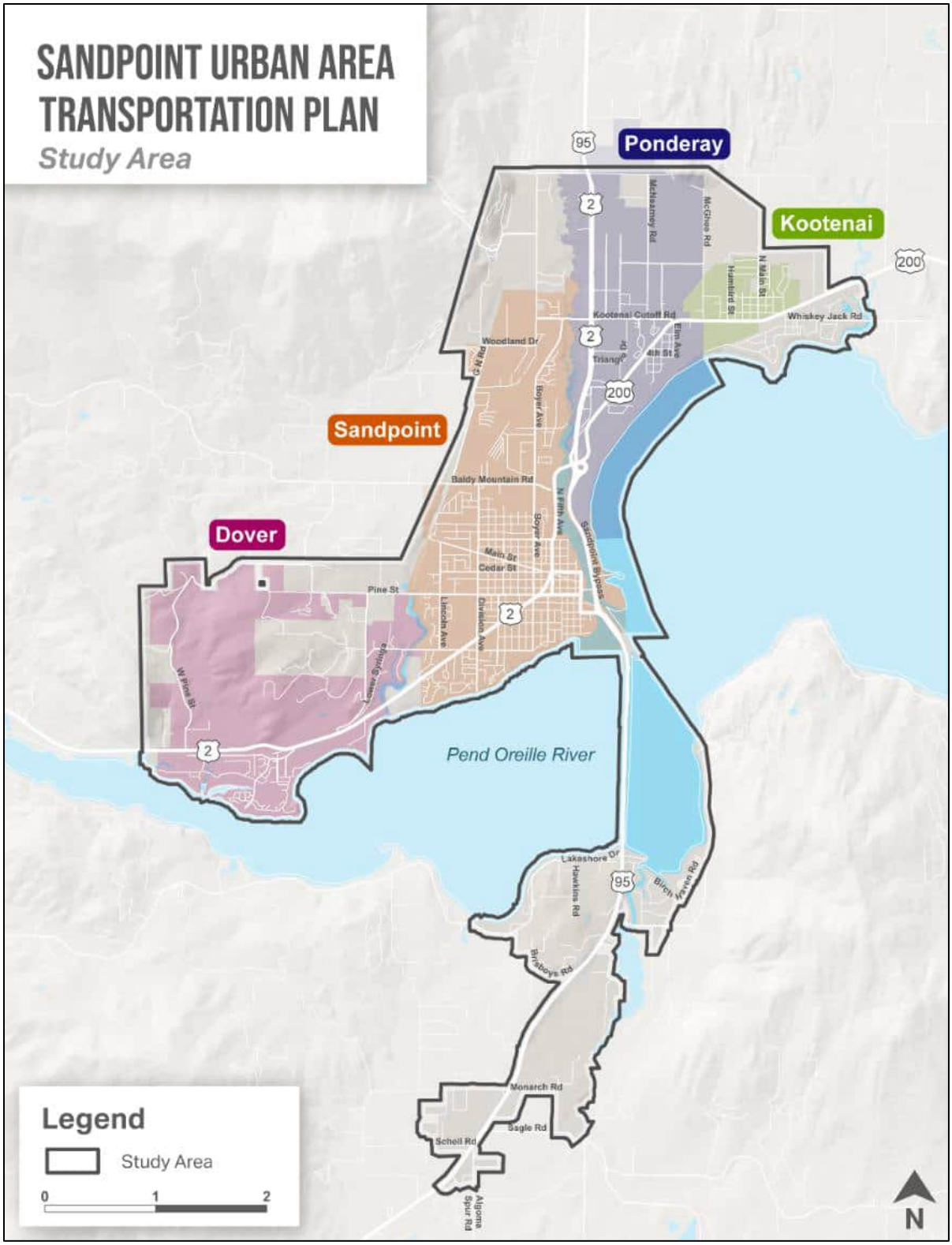
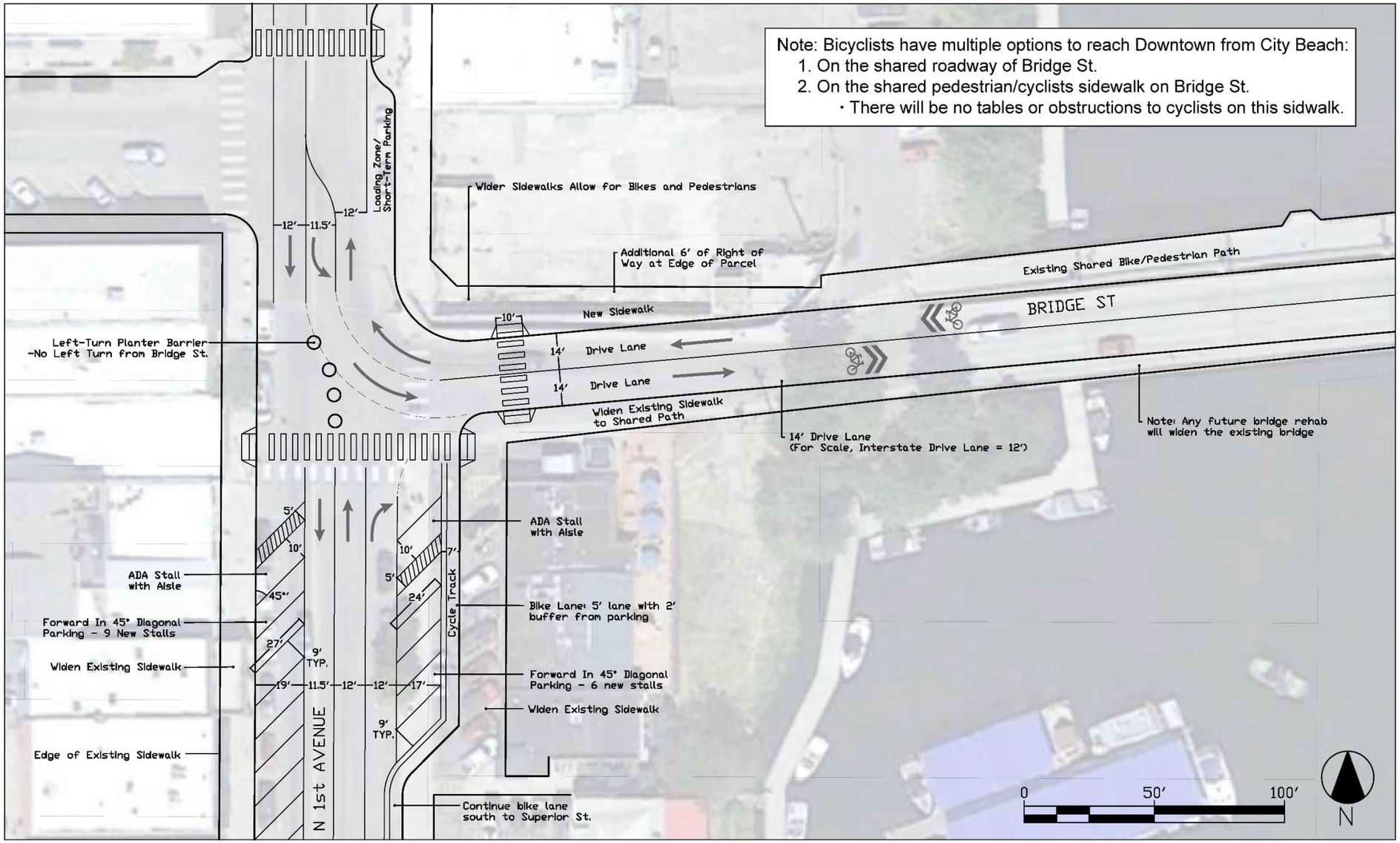


Figure 2. Sandpoint Urban Area Urban Transportation Plan study area.

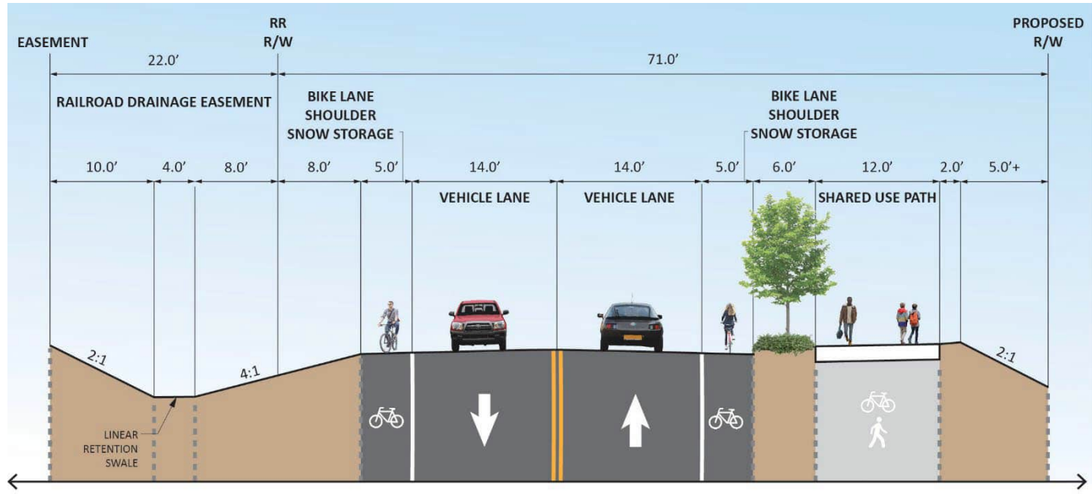
Project Name	Agency	Description	T1	T2	T3	T4	M1	S1	S2	S3	I1	I2	I3	C1	C2	C3	Score	Rank	Final Rank	Agency	Move Forward
Weight:			2	3	3	2	3	1	3	3	1	2	2	1	2	3	100				
Pine Street Connectivity Improvements	Several	The Pine Street Project proposes to widen and pave Pine Street, in order to better connect people to the nearby recreation areas and to improve safety. The project has community support and has been planned for prior to this study. A separated bike and pedestrian path is planned for, but would require additional ROW beyond the 50-60 feet needed for the roadway improvements.	3	2	2	3	3	2	2	3	2	2	1	3	3	3	81.72	6	4	Several Agencies/ Bonner County	Cut sheet
Pine Street Railroad Bridge	Several	The Pine Street Railroad Bridge Project proposes to widen the road under the railroad bridge and to add pedestrian and bike improvements.	3	2	2	3	3	3	3	3	2	1	1	3	2	3	81.72	6	4		Cut sheet
Schweitzer Connection	Several	The Schweitzer Cutoff Connection Project proposes a new road connecting drivers to Schweitzer Cutoff. It also proposes including bike and pedestrian improvements along the connection.	3	1	2	3	3	1	2	3	2	1	1	3	1	3	70.97	15	--		Recommend planning study first
SH-200 & McGhee Road	Kootenai	The 200 & McGhee Project proposes an intersection improvement, to remove the right-only lane westbound, to improve westbound traffic flow.	1	3	3	2	1	2	2	1	3	3	3	2	2	2	69.89	17	--	Kootenai	No
Railroad Avenue Bike & Pedestrian Access	Kootenai	The Railroad Avenue Bike & Pedestrian Access Project proposes establishing bike and pedestrian facilities along Railroad Avenue to connect to the planned bike and pedestrian facilities along SH-200.	3	2	3	2	2	3	3	3	2	3	3	3	3	2	87.10	1	1		Cut sheet
Main Street	Kootenai	The Main Street Project proposes pedestrian improvements via separated paths to fill a gap in pedestrian infrastructure.	1	2	2	2	2	3	2	3	3	3	2	3	3	3	78.49	9	6		Cut sheet
Southern McGhee Road	Kootenai	The Southern McGhee Road Project proposes adding multimodal access to this section of McGhee Road, which is currently a two-lane road without pedestrian or bike facilities. These improvements will improve accessibility and connectivity to planned destinations nearby.	1	2	2	2	2	2	3	3	2	2	2	1	2	2	69.89	17	--		No
Lakeshore Underpass and Pend D'Oreille Bay Trail Extension	Ponderay	The Lakeshore Underpass and Pend D'Oreille Bay Trail Extension Project proposes a two-lane road from SH-200 to the railroad, and multimodal improvements to the east of this. The underpass connection will be a multimodal path that does not need vehicle access, aside from emergency vehicle access.	3	2	3	2	3	1	3	3	2	3	1	1	3	3	84.95	2	--	Ponderay	No
Kootenai Cutoff Railroad Crossing	Ponderay	The Kootenai Cutoff Railroad Crossing Project proposes improvements to solve the traffic and capacity issues.	3	2	3	3	2	2	2	2	2	2	3	1	3	2	77.42	10	--		Recommend planning study first
McNearny Road	Ponderay	The McNearny Road Project proposes road widening, updates to current design standards, and bike and pedestrian facilities. The first phase of the project would include the southern portion of the road to the Field of Dreams. The second phase of the project would include the rest of the roadway up to Bronx Road.	1	2	3	2	3	3	2	3	2	2	1	1	2	2	72.04	14	7		Cut sheet
McGhee Field Road (Oneida)	Ponderay	The McGhee Field Road Project proposes paving the road, updating to road to current design standards, and adding facilities for bikes and pedestrians.	3	1	2	2	3	2	2	3	2	2	1	1	2	2	68.82	19	8		Cut sheet
Path Along Sandcreek	Ponderay	The Path Along Sandcreek Project proposes a pedestrian path to connect to the trailhead.	1	2	2	2	2	2	1	3	1	3	1	1	2	2	62.37	28	--		No
McGhee Road Multimodal Connection	Ponderay	The McGhee Road Multimodal Connection Project proposes an east to west connection on the north side of the Field of Dreams, connecting to Craigs Court and extending to the east to McNearny Road.	3	1	2	2	3	1	1	3	2	2	1	1	2	2	64.52	23	--		No
Relief to Kootenai Cutoff	Ponderay	The Relief to Kootenai Cutoff Project proposes a roadway connection from Kootenai Cutoff to 95 to ease congestion as the area surrounding it develops. The Project is anticipated to also include sidewalks on either side.	2	1	2	2	2	1	1	2	2	1	1	1	2	2	53.76	32	--		No
Dover to Pine Street Connection	Dover	The Dover Bay to Pine Street Connection Project proposes a bike and pedestrian connection to fill a gap in multimodal connectivity between Dover Bay and the amenities in the Pine Street area.	3	3	2	2	2	1	3	3	2	3	1	1	2	2	76.34	11	--	Dover	Recommend planning study first
Syringa Heights	Dover	The Syringa Heights Project proposes a pavement rehab/pavement addition and widening improvement to support the existing vehicle and pedestrian traffic.	1	2	2	1	2	3	3	2	2	1	2	1	2	2	63.44	25	12		Cut sheet
Syringa Parking	Dover	The Syringa Parking Project proposes adding trailhead parking to a destination that is already used and signed as a trailhead.	1	3	2	3	2	2	1	2	3	1	1	1	1	3	63.44	25	--		Merge with Syringa Heights
Lower Syringa	Dover	The Lower Syringa Project proposes paving an existing gravel road and updating the road to current design standards. The Project also plans for bike lanes or a shared use path for cyclists and pedestrians.	1	2	2	1	2	3	2	2	2	2	1	1	2	2	60.22	29	13		Cut sheet
Microtransit in Northwest Dover	Dover	The Microtransit in Northwest Dover proposes adding a microtransit solutions in the northwest portion of Dover, which is currently poorly connected to the existing transit network. Microtransit could provide transit connections without requiring infrastructure for stops.	3	2	2	3	3	1	2	3	2	2	3	3	2	3	82.80	4	--		Recommend planning study first
Whiskey Jack Bridge	Bonner County	The Whiskey Jack Bridge Project proposes widening the existing bridge and updating the facility to current design standards.	3	2	2	2	1	3	3	1	2	2	1	1	2	2	63.44	25	--	Bonner County	No
Bottle Bay Road	Bonner County	The Bottle Bay Road Project proposes adding a bike lane or multiuse path to an existing road that is used by cyclists and pedestrians.	2	2	2	2	2	2	3	2	2	1	1	1	2	2	64.52	23	--		No
Brisboys Road	Bonner County	The Brisbays Road Project proposes widening and repaving of the existing Brisboys Road to improve the safety of the road. It is currently very narrow with some tight turns.	2	2	3	1	1	2	3	1	2	2	3	1	2	2	65.59	22	11		Cut sheet
Monarch Road	Bonner County	The Monarch Road Project proposes paving an existing gravel road and improving signage. The Project also plans to identify design interventions (if re-paving does not solve the issue) to improve a sharp turn that is difficult to see due to connecting driveways that make the road appear to continue straight.	2	2	2	2	2	3	2	2	2	2	2	1	1	3	67.74	20	9		Cut sheet
Whiskey Jack Road	Bonner County	The Whiskey Jack Road Project proposed widening the existing road and updating to a typical cross section for a collector road which includes a 24-ft travel-way width and up to 34-ft roadway width.	3	2	2	1	1	3	2	1	2	2	1	1	2	2	58.06	30	--		No
Great Northern Road	Sandpoint	The Great Northern Road Project proposes reconstruction of the existing roadway from Baldy Mtn Rd to Woodland Dr. Concurrently, City and JUB Engineers generated various concepts including corridor realignment, turn lanes, ROW acquisitions etc.	1	1	3	2	3	1	1	1	2	3	1	3	3	3	66.67	21	10	Sandpoint	City Cut Sheet
Division Avenue	Sandpoint	Reliant on implementation of Baldy Mtn Rd Ext., involves various short-term safety improvements along the lines of an added crosswalk, increased signage and lighting, and vegetation reductions. Additional longer term goals include improved ADA compliance, relocation of power lines and a reconfiguration of cross-section along Division Ave.	1	3	3	3	3	1	2	3	2	3	1	1	3	3	82.80	4	3		City Cut Sheet
Baldy Mountain Road Extension	Sandpoint	The Baldy Mtn Rd Ext. Project proposes extension of the road to connect 5th Ave/US-2 as well as a high-T intersection at the same junction. Additionally, a new signal Boyer will be added to coordinate with RR Crossing.	3	3	1	3	1	3	1	3	2	2	1	1	3	3	70.97	15	--		No
First and Bridge/Church Short Term Concept	Sandpoint	Initial plans are to utilize physical devices to prevent left turns before implementing a long-term strategy that involves closing 1st Ave between church st and bridge st to improve safety, functionality and make the area more conducive to active transport users.	1	1	3	3	3	1	3	3	3	3	3	1	3	3	84.95	2	2		City Cut Sheet
First and Bridge/Church Long Term Concept	Sandpoint	Initial plans are to utilize physical devices to prevent left turns before implementing a long-term strategy that involves closing 1st Ave between church st and bridge st to improve safety, functionality and make the area more conducive to active transport users.	1	1	3	3	3	1	3	3	3	3	3	1	3	2	81.72	6	--		No
East-West Connection -Long Term Plan (Couplet)	Sandpoint	Multiple changes to traffic control, alignment, and configuration of intersections and Hwy 2 in downtown Sandpoint. New signalized intersections on Sandpoint streets, based upon LOS/actual growth.	2	2	3	3	2	1	2	3	2	2	2	1	3	2	75.27	12	--		No
Ontario Street/Highway 2 (US-2) Concept	Sandpoint	Realign Ontario to create more perpendicular intersections with US-2 as well as realign crosswalk on N side of intersection to be perpendicular to roadway resulting in shorter walking distance and increased safety.	1	1	3	1	3	3	3	3	3	2	1	1	3	2	73.12	13	--		No
Ella Avenue and Highway 2 (US-2) Concept	Sandpoint	Extend/connect Ella Ave to highway 2 on N side. Implement timed pedestrian crossing for multi-use path	1	2	3	1	1	1	1	1	3	2	2	1	3	2	56.99	31	--		No

Figure 24 First and Bridge/Church Short Term Concept Alternative



Short Term Concept

Planters Restrict Left Turns from Bridge St to N First Avenue



GREAT NORTHERN ROAD SECTION A-A

Figure 21 Great Northern Road Concept

Adapted from drawings by JUB Engineering

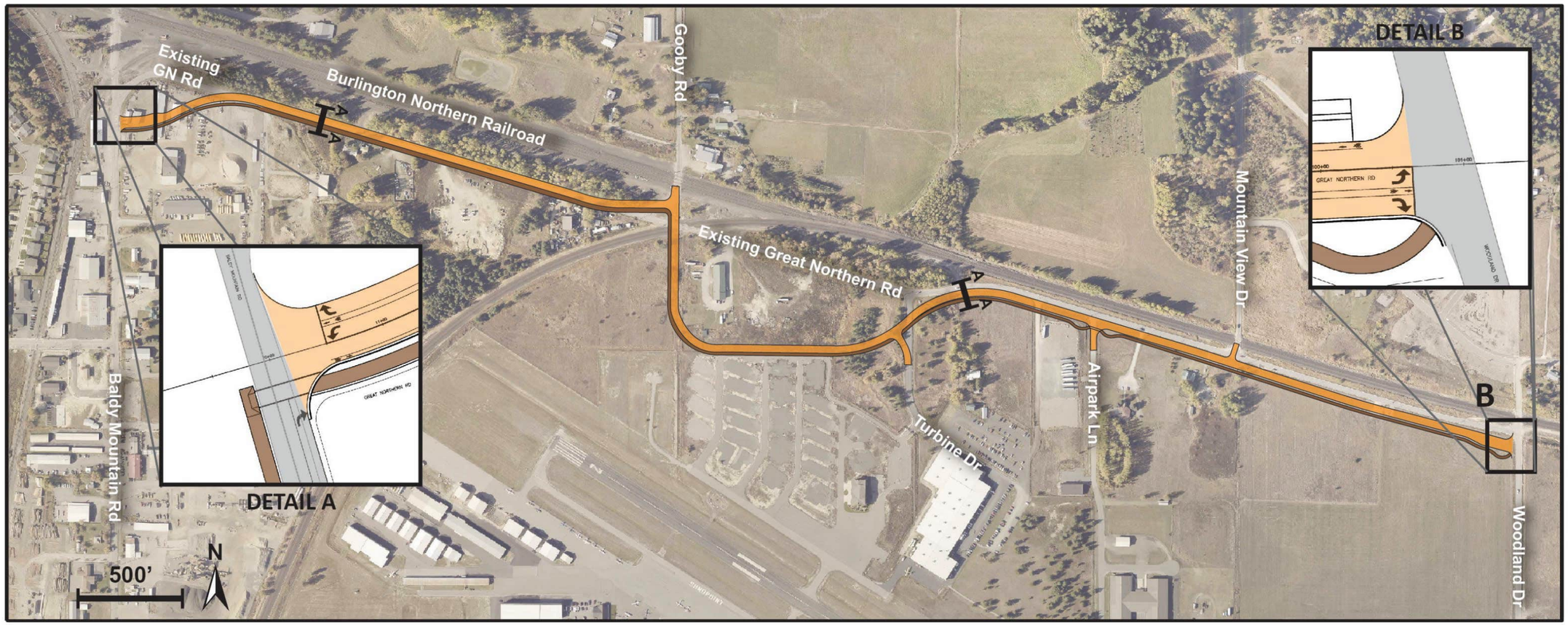


Figure 18 Proposed Division Avenue Cross Section at Non-Intersection Location

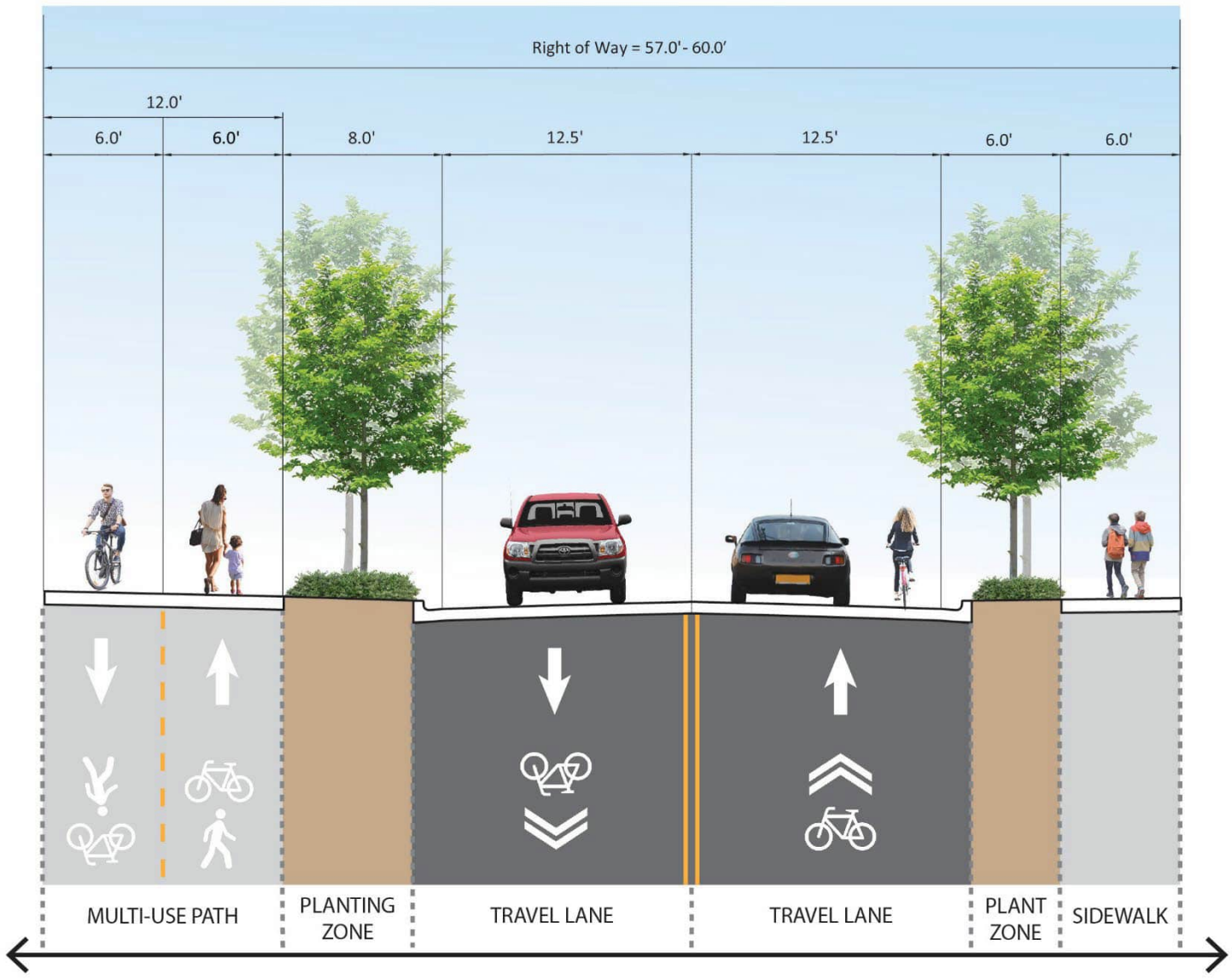
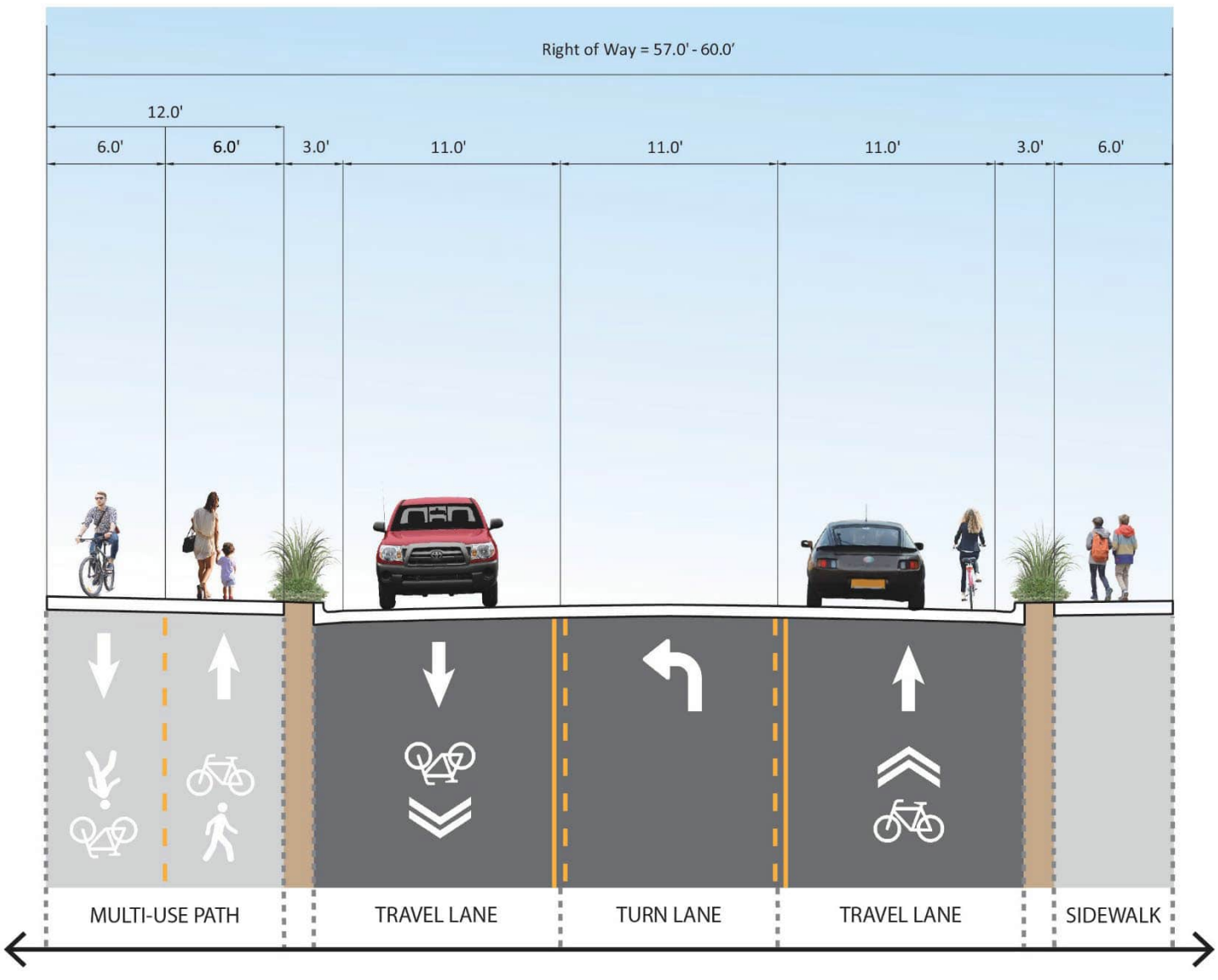


Figure 19 Proposed Division Avenue Cross Section at Intersection Location



Local Federal-aid STBG-Small Urban Program: 2026 Application

Idaho Cities, Counties and Highway Districts

Submittal Deadline (Hand Delivered or Postmarked): January 8, 2026, 4:00 p.m. MST



Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703
208-344-0565
Fax 208-344-0789
www.LHTAC.org

Lhtac2
Advocate | Support
Train

INCLUDED IN THIS PACKET

1. **APPLICATION INFORMATION**

   1.1 Program Background

   1.2 Use of Funds

   1.3 Eligibility

   1.4 Project Criteria

   1.5 Selection Process

2. **APPLICATION CHECKLIST**

   2.1 Checklist and Submittal Deadline

   2.2 LHTAC 2026 STBG-Small Urban Construction Application Cover Sheet Instructions

   2.3 LHTAC 2026 STBG-Small Urban Transportation Plan Application Cover Sheet Instructions

3. **APPLICATION**

   3.1 LHTAC 2026 STBG-Small Urban Construction Application Cover Sheet

   3.2 LHTAC 2026 STBG-Small Urban Construction Application Question Rationale

   3.3 LHTAC 2026 STBG-Small Urban Construction Application Checklist

   3.4 LHTAC 2026 STBG-Small Urban Construction Application Rating Criteria

      3.4.1. LHTAC 2026 STBG-Small Urban ITD-2435 Federal-Aid Request

      3.4.2. LHTAC 2026 STBG-Small Urban ITD-1150 Project Cost Summary

   3.5 LHTAC 2026 STBG-Small Urban Transportation Plan Application Cover Sheet

   3.6 LHTAC 2026 STBG-Small Urban Transportation Plan Application Rationale

   3.7 LHTAC 2026 STBG-Small Urban Transportation Plan Application Checklist

   3.8 LHTAC 2026 STBG-Small Urban Transportation Plan Application Rating Criteria

4. **SAMPLE DOCUMENTS**

   4.1 Sample Resolution

   4.2 Sample Vicinity Map

   4.3 Example of Project Description

APPENDIX A – Why a Transportation Plan?

1. APPLICATION INFORMATION

1.1 PROGRAM BACKGROUND

SMALL URBAN PROGRAM

Surface Transportation Block Grant (STBG) Small Urban funds are allocated for projects in urban areas with populations greater than 5,000 and less than 50,000 as determined by the U.S. Census Bureau. Current urban areas are based on the 2020 census. Funds may be used for new construction, reconstruction or rehabilitation of roadways functionally classified by FHWA as urban arterials or urban collectors. It can also be used to create or update a Transportation Plan encompassing the entire urban area. The local match requirement is 7.34%.

In Idaho, there are 19 small urban areas with a population between 5,000 and 50,000. These Local Highway Jurisdictions (LHJs) are eligible for LHTAC's Small Urban program through a statewide competitive application process.

Due to limited funds, LHTAC will only program $3M or less toward construction cost. Any construction cost that exceeds the $3M programmed amount will be covered by the LHJ. Consideration for additional program funds may be approved at the discretion of the LHTAC Council. The local jurisdiction can provide additional funds above and beyond the match requirement for larger projects. **If the LHJ does not submit a detailed plan to cover construction costs over $3M, the application will be deemed ineligible for Federal-aid Small Urban funding.** Small Urban Program funds cannot be used for additional funds or as project match.

1.2 USE OF FUNDS

Successful applicants are awarded funds for a project based on estimated costs. Projects may include: rehabilitation of existing roadways, new construction of roadways (including curbs, gutters, sidewalks, and storm drain facilities), overlay or chip seal projects, or to create or update transportation plans. LHTAC will make every effort to cover cost over-runs; however, the applicant is ultimately responsible for costs exceeding the estimate.

Transportation Plans are described in Appendix A. Funds are used to hire a licensed consulting engineer or transportation planner to complete a new Transportation Plan or update an original Transportation Plan. These new plans must include an Asset Management Plan (iWorQ or an approved alternative) if one is not in place. Jurisdictions that choose to use iWorQ should obtain an iWorQ protocol document and collect enough centerline and sign data to ensure the information collected will work in the iWorQ software.

1.3 ELIGIBILITY

The 26 LHJs in the 19 small urban areas with populations between 5,000 and 50,000 are eligible to apply.

1.4 PROJECT CRITERIA

Functional classification of roadways must be determined at application time since the federal regulations allow STBG-Small Urban funding to be spent on arterials (SMA) and collectors (STC). Each county and urban area has a functional classification map, approved by the Idaho Transportation Department (ITD). Please refer to this map to determine the roadway's classification. If you do not have the map or cannot locate it, contact

your ITD District Office for clarification or go to:
https://iplan.maps.arcgis.com/apps/webappviewer/index.html?id=859bab44a10c4221bed7f7c74e49d554 .

Chip sealing is eligible on existing pavements within Federal-aid projects. The pavement must be in reasonably good condition and meet the following criteria:

- Existing pavement must not be more than 12 years old.
- Existing pavement must be at least 24' wide and have a minimum of 2" hot mix pavement.
- Must have at least 2' of shoulder on each side (paved or unpaved).
- Existing pavement must not show more than 20% fatigue cracking.
- Road must be classified as a **major collector or arterial.**
- The work must be contracted out to a private contractor.

Transportation Plans must include the entire small urban area as defined by the US Census Bureau and boundaries approved by FHWA. To become an asset to decision making a Transportation Plan should include the following:

- A roadway network analysis (existing and/or future).
- Proposed solution to existing problems.
- A capital improvement plan.
- A roadway or an asset management program.
- Access to road policy.

1.5 SELECTION PROCESS

Applications are available online at LHTAC.org/Programs/Federal-aid/Small-Urban beginning in October. Local jurisdictions identify projects and request prioritization by their local transportation coalition group. Applications are submitted to LHTAC through a formal project application process and are due in January.

These applications are read, evaluated, and scored by LHTAC staff and Council. Every year we receive many applications, so please review the application requirements checking for completion before submitting the information requested.

2. APPLICATION CHECKLIST

2.1 CHECKLIST AND SUBMITTAL DEADLINE

Have you included? (Please do not include the application instructions)

- ☐ LHTAC 2026 STBG-Small Urban Application Cover Sheet. Answer all the questions and organize backup information in the same order as questions are asked so the package is easy to read and easy to score.
- ☐ Completed ITD-2435 and ITD-1150.
- ☐ Vicinity Map (See Sample).
- ☐ LHTAC 2026 STBG-Small Urban Application Score Sheet and supporting documents.
- ☐ A **written statement** explaining the need for the project as part of your transportation network (**one page maximum**).
- ☐ Additional backup information in order of Score Sheet.
- ☐ The Resolution, signed by the proper authority (see sample).

Only one application may be submitted per small urban area annually.

Applications **will not be accepted** via fax or email.

No spiral bound (or similar) applications will be accepted - please staple or binder clip applications.

Remember to submit **3 copies** in addition to the **signed original** of the complete application package.

SUBMITTAL DEADLINE

- ☐ **Deadline Date:** Completed application must be received by LHTAC's office, located at 3330 Grace Street, Boise, ID 83703, **no later than 4:00 p.m. (MST) on Thursday, January 8, 2026, or postmarked that same date.** Include **3 copies** and the **signed original**.

Note: All the above items must be included, or the application will be considered incomplete and rejected. Please contact Kevin Kuther at 208-344-0565 or by email at KKuther@LHTAC.org if you have any questions.

2.2 LHTAC 2026 STBG- SMALL URBAN CONSTRUCTION APPLICATION COVER SHEET INSTRUCTIONS

1. Project Title: The title which you, as a sponsor, give to the project. It can be the name of a street or roadway, or it can be a commonly used name of the project location. The Federal Highway Administration also wants the SMA or STC number in the project title.
2. Entity's Priority: The priority of this project in relation to other similar projects in your capital improvement program (CIP) as part of your regional transportation plan.
3. Local Highway Jurisdiction: Enter the jurisdiction name, address and contact person we should call if we have questions regarding the project application.
4. Project Type: You should check the appropriate type of project.
5. Category: Please mark the appropriate category of project you are proposing.
6. Functional Classification of Roadway: The classification of this project should be determined at the time of application as shown here: https://iplan.maps.arcgis.com/home/webmap/viewer.html?webmap=3321e504a78549e79ac76e3984c90295
7. Location of Project: Federal funds may only be used on a roadway that is classified as a collector or arterial. The functional class number should be used in this blank. The Project Termini should be the common ends of the project whether it is at the intersection of crossroads or, for instance a bridge, the common termini beginning and ending should be listed. Provide "logical" termini. If the milepost is determined it should be shown as well. And finally, the length of the project should be in miles.
8. Technical Information: The horizontal and vertical alignment changes should be substantial in order to be checked as "yes." If you are merely improving the drainage of a city street, then "no" would be the proper answer.
9. Existing Pavement Condition: The pavement condition is important to compare to other projects submitted for consideration. Your jurisdiction should have a pavement management program and should support your determination for this project. The pavement age, to the best of your knowledge, should be shown. If it is old, with significant patching, just enter the oldest age known for the pavement in place.

2.3 LHTAC 2026 STBG-SMALL URBAN TRANSPORTATION PLAN APPLICATION COVER SHEET INSTRUCTIONS

1. Project Title: The title which you, as a sponsor, give to the project.

2. Local Highway Jurisdiction: Enter the jurisdiction name, address, and the **contact person** if we have questions regarding the project application.

3. Have you ever had a Transportation Plan? This question is to help us understand if you have had a plan previously and if it covered just your jurisdiction or the entire urban area. A previous plan might have been funded by Federal-aid, LRHIP, or local funds.

4. Have you participated in a Transportation Plan with a County? Many Counties have a transportation plan that may include the cities and/or highway districts within their boundary. The county plan could have been funded by Federal-aid, LRHIP or local funds.

3. APPLICATION

3.1 LHTAC 2026 STBG-SMALL URBAN CONSTRUCTION APPLICATION COVER SHEET:

1. Project Title: _____

2. Requested Construction Year: _____ Entity's Priority: _____ of _____

3. Local Highway Jurisdiction (name and address): _____

_____

*Contact name: _____

Phone: _____

Email: _____

*Please list the person from your LHJ we should call if we have any questions on this project application.

4. Project Type: (Check all that apply)

☐ Roadway reconstruction or rehabilitation ☐ Safety improvements ☐ Transportation Plans*

☐ Bridge - span over 20' ☐ Railroad crossing ☐ Other

*Transportation Plan applications do not complete the below questions. Instead, complete the Transportation Plan cover sheet on page 17.

5. Category

☐ New construction - Paving, Bridge, Railroad Crossing

☐ Upgrade existing facility (add lanes, add shoulders, improve geometric factors)

☐ Pavement surface improvements (overlay, seal coat*)

*NOTE: Chip seals are eligible — see the instruction for restrictions under 1.4 Project Criteria

6. Functional Classification of Roadway/Highway:

☐ Urban arterial ☐ Rural major collector

☐ Urban collector ☐ Minor collector

7. Location of Project (Also attach a Vicinity Map)

Route #_____, STC # (Surface Transportation Collector) _____,

Street Name: _____

Project Termini:

Beginning/Ending Mileposts: _____

Project Length: _____

8. TECHNICAL INFORMATION:

Horizontal alignment changes anticipated? ☐ Yes ☐ No ☐ Unknown

Vertical alignment changes anticipated? ☐ Yes ☐ No ☐ Unknown

9. Existing Pavement Condition Information: (visual inspection)

☐ rutting ☐ potholes ☐ drop-offs ☐ broken edges

☐ poor striping ☐ cracking ☐ shoving ☐ other

Pavement age? _____

10. Traffic and Crash Information:

Most Recent Year: _____	Projected (20 Years): _____
AADT: _____	AADT: _____
DHV: _____	DHV: _____
LOS: _____	LOS: _____
% TK: _____	% TK: _____

Total number of crashes (property damage/injuries/fatalities) over most recent 5-year period:

# of Crashes: _____/_____/_____

Years: _____/_____/_____

11. Bridge Information: (Complete if a bridge is included in the project.)

A. Name of crossing, i.e., over what roadway or waterway does the structure cross?

B. Existing bridge #: _____

C. Bridge Condition: _____

12. Does this project have a possible relationship to other projects? ☐ No ☐ Yes (Describe Below)

_____

Phased: ☐ No ☐ Yes (If yes, indicate the name and year/s of the related)

Project: _____ Year: _____

SMALL URBAN CONSTRUCTION APPLICATION COVER SHEET MUST BE SUMITTED WITH:

☐ Vicinity Map (See Sample)

☐ ITD 2435 Federal-aid Project Request

☐ ITD 1150 Cost Summary Sheet

☐ LHTAC Project Rating Criteria

☐ Letters of Support

☐ Resolution

3.2 LHTAC 2026 STBG-SMALL URBAN CONSTRUCTION APPLICATION QUESTION RATIONALE

1. A short concise description of what the project entails is critical to compare it to other applications submitted. To score the maximum number of points, this description should highlight the benefit of the project to the community and the Local Highway Jurisdiction (LHJ), describe the financial need, and highlight any safety benefits associated with the project.
2. The LHTAC Council believes that increased efficiencies come through communication across neighboring jurisdictions and resource sharing. Involvement in a multi-jurisdictional transportation group provides the opportunity to coordinate construction schedules, reduce duplication and share ideas/resources. Prioritizing projects helps identify those that are most beneficial to the area. Community support is also important. To score the maximum number of points on this question, the LHJ should be active in a multi-jurisdictional transportation group, provide examples of efficiencies through shared resources, have their project ranked in the top 3, and submit 3 unique letters of support.
3. A pavement management program is a system where data on the condition of pavement is gathered and used to track the life of paved streets and provide an objective determination for the most effective and efficient maintenance priorities. A sign management program is a system where data on the location and condition of signs is gathered and evaluated to provide objective criteria for maintenance and replacement of signs. These programs should allow the user to obtain a report that documents the previous maintenance and/or the condition of the overall system. The pavement and sign management programs lead to proper maintenance prioritization and funding. To score the maximum number of points on this question, the LHJ should provide a few pages of their pavement and sign management program data and the data should be updated within the last three years.
4. A Transportation Plan is the jurisdiction's road map on how they plan to provide for the long-range transportation needs of the community. While many communities have a Comprehensive Plan that may include a transportation element, a transportation plan is typically a more detailed document that includes long range or strategic projects that would fulfill the goals of a comprehensive plan. Projects being submitted for Small Urban funding should be supported by the Transportation Plan. To score the maximum number of points on this question, the project in the application should be identified within the plan, and then the plan should be updated or re-adopted within the last 5 years.
5. A Capital Improvement Plan (CIP) is typically a short-term list of projects and/or maintenance that is scheduled for inclusion into future budgets. It may be established with the completion of a Transportation Plan but should also stand alone as its own document. It is more detailed with regard to projects than the Transportation Plan in that costs and implementation are more identified. Ideally the CIP should be updated annually with regards to completed projects and updated priorities. To score the maximum number of points on this question, the identified project will be shown in the CIP and the CIP will be updated within the last 5 years.
6. LHTAC funding is intended to improve the impact on the most traveling public. As a measure of the impacts, the Average Daily Traffic (ADT) volume is used to score the application. The larger the volume, the higher the score. LHTAC represents small jurisdictions, so the maximum points are given to roadways with 1,000 ADT or above.
7. A trained workforce is essential in order to accomplish the diverse and technical work needed to manage and maintain transportation infrastructure. The personnel, equipment and materials involved are extremely expensive and will be used most efficiently and effectively when proper training in the latest products, methods and techniques for accomplishing the work are implemented. To score the maximum number of points on this question, the LHJ will have at least 40% of their roadway workforce trained (Completed the Road Scholar level through the T2 Center), have 40% that have completed at least two courses, and have at least one Road Master on staff.
8. Title VI is included in the Americans with Disabilities Act. Federal-aid projects require compliance with this act. The Idaho Transportation Department provides information and training to assist in local jurisdiction plan development.
9. The LHTAC Council understands LHJs may not receive funding for years, if ever, through LHTAC. Jurisdictions that have not recently received funding are eligible for additional points. An LHJ who has never received any funding administered through LHTAC will be eligible to receive the maximum number of points.

10. The jurisdiction's plans to fund the estimated construction cost of the project. LHTAC funding is limited and there are large number of projects on the local highway system. In order to provide as much funding as possible to the many jurisdictions, if the total construction cost of your project is over the $3 million to construct, your jurisdiction is encouraged to identify a plan to cover the project costs. This can be from public-private partnerships or other source of funds. The more the jurisdiction has identified and secured for the project, the more points are awarded. **If the LHJ does not submit a detailed plan to cover construction cost over $3M the application will be deemed ineligible for Federal-aid Small Urban funding.**

Please do not submit the application instructions with your application.

3.3 LHTAC 2026 STBG-SMALL URBAN CONSTRUCTION APPLICATION CHECKLIST

Complete this form and include in your application after the cover sheet.

Sponsor: _____
Project Name: _____
Total Project Cost: _____

	Y	N	Attachment Included	Points Available	LHTAC Use Only
1. Provide a description of the proposed project. Include the importance and need of the project to the community and jurisdiction, the regional and safety benefit, the economic benefit, and the overall impact to the system. Include a project map.			☐	0-15	
2. Are you involved with an active multi-jurisdictional transportation group?	☐	☐		0-10	
If yes, include the first page of minutes or attendance for the last 1-2 **years** of meetings.	☐	☐	☐		
Was your project ranked in the top 3 projects for your group? List examples of cooperation with other public/private agencies which improve efficiency in maintaining your roads (1-page max). Include up to 3 signed, unique, current letters of support for your project.			☐		
3. Do you have a pavement and/or sign management program?	☐	☐		0-10	
Have the programs been updated in the past 3 years? If yes, attach dated cover page and no more than 2 pages of each report.	☐	☐	☐		
4. Is your project supported by your Transportation Plan? If yes, attach cover page (dated) and **only** pages related to this project.	☐	☐	☐	0-10	
5. Is this project shown on your 5-year Capital Improvement Plan? If yes, attach cover page (dated) and **only** pages related to this project.	☐	☐	☐	0-10	
6. What is the Average Daily Traffic volume for this roadway? Include ADT and date taken: _____ (ADT) _____ (Date)				0-5	
7. Attach a list of the names of **ALL** full-time road maintenance staff.* *If you are a city and a neighboring agency maintains your roads **and** will be completing your work, please report their names. Please provide information/agreement demonstrating how neighboring agency provides services.			☐	0-6	
8. Does your jurisdiction have a Title VI Plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complies with 23 CFR 200, the Civil Rights Title VI Program? Please include your plan's point of contact._____	☐	☐		0-2	
9. Has your Local Highway Jurisdiction received LHTAC funding previously? If so, what program and what year did your jurisdiction last receive funding through LHTAC? _____ (Year) _____ (Program)	☐	☐		0-5	
10. Is there a plan to cover the estimated construction cost? ITD Form-1150 Line 18 _____ If over $3M, provide a ½-page explanation of any partnerships with other agencies or funding sources.	☐	☐	☐	1-10	

Total Possible: 83

3.4 LHTAC 2026 STBG-SMALL URBAN CONSTRUCTION APPLICATION RATING CRITERIA

Please use this guide as a reference. Application packages will be scored based on the following scales.

	PTS	SUGGESTED SCORING
1. Provide a description of the proposed project. Include the importance and need of the project to the community and jurisdiction, the regional and safety benefit, the economic benefit, and the overall impact to the system. Include a project map.	15 10-14 5-9 0-4	Excellent desc. Including agency & fiscal benefit +safety Excellent desc. Including agency & fiscal benefit Adequate description of need/benefit Poor description of need/benefit
2. Are you involved with an active multi-jurisdictional transportation group? If yes, include first page of minutes or attendance for the last 1-2 **years** of meetings.	6-10 3-5 0-2	Involved, ranked, share resources, minutes, & examples Involved and share resources Involved or share resources
3. Do you have a pavement and/or sign management program?	9-10 7-8 5-6 3-4 0-2	Pavement and sign, updated w/in 3 years Pavement or sign, updated w/in 3 years Pavement and sign, updated over 3 years Pavement or sign, updated over 3 years Any pavement or sign rating information/system
4. Is your project supported by your Transportation Plan?	8-10 4-7 0-3	Supported by plan & updated w/in 5 years Supported by plan & older than 5 years Not supported by plan or no plan
5. Is this project shown on your 5-year Capital Improvement Plan?	8-10 4-7 1-3 0	Supported by plan & current Supported by plan & updated w/in 5 years Supported by plan & older than 5 years Not supported by plan or no plan
6. What is the Average Daily Traffic volume for this roadway?	5 4 3 2 1	1000+ 500-999 200-499 100-199 <100
7. Have any of the employees participated in the LHTAC T2 Road Scholar/Master program or other training programs? **Add points together for completed + enrolled (potential for 6 points).*	3 2 1 0 2 1 0 1	≥40% completed Road Scholar 15-39% completed Road Scholar 1-14% completed Road Scholar 0% completed Road Scholar ≥40% completed at least 2 classes 15-39% completed at least 2 classes 0-14% completed at least 2 classes Bonus point if anyone has completed Road Master
8. Does your jurisdiction have a Title VI Plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complying with 23 CFR 200, Civil Rights Title VI Program?	2 0	Yes No
9. What year and program did your jurisdiction last receive Federal-aid funding through LHTAC?	5 4 3 2 1	Never Over 5 years ago 3-5 years ago 1-2 years ago, other than Urban funds 1-2 years ago, Urban funds

10. Is there a plan to cover the estimated construction cost? ITD Form-1150 Line 18 _____ For requests over $3 million, a half-page explanation is required. It must include any partnerships with other agencies or local funding sources that contribute to the total project cost.	10 6-8 1-5 ineligible	Project is under $3M, or project over $3M with an approved budget allocation from LHJ to cover the extra. Project is over $3M with a funding plan in place to cover the extra. Project is over $3M with identified eligible supplemental funding opportunities. Project is over $3M with no other funding or plan set.

Total Possible: 83

3.4.1 ITD 2435 Local Federal-Aid Project Request

Instructions

1. Under Character of Proposed Work, mark appropriate boxes when work includes Bridge Approaches in addition to a Bridge.
2. Attach a Vicinity Map showing the extent of the project limits.
3. Attach an ITD 1150, Project Cost Summary Sheet.
4. Signature of an appropriate local official is the only kind recognized.

Note: In Applying for a Federal-Aid Project, you are Agreeing to Follow all of the Federal Requirements Which Can Add Substantial Time and Costs to the Development of the Project.

Sponsor (City, County, Highway District, State/Federal Agency)			Date
Project Title (Name of Street or Road)	F.A. Route Number	Project Length	Bridge Length
Project Limits (Local Landmarks at Each End of the Project)			

Character of Proposed Work (Mark Appropriate Items)

Excavation	Bicycle Facilities	Utilities	Sidewalk
Drainage	Traffic Control	Landscaping	Seal Coat
Base	Bridge(s)	Guardrail	
Bit. Surface	Curb & Gutter	Lighting	

Estimated Costs (Attach ITD 1150, Project Cost Summary Sheet)

Preliminary Engineering (ITD 1150, Line 1) $

Right-of-Way (ITD 1150, Line 2) $

Construction (ITD 1150, Line 18) $

Preliminary Engineering By: Sponsor Forces Consultant

Checklist (Provide Names, Locations, and Type of Facilities)

Railroad Crossing	
Within 2 miles of an airport	
Parks (City, County, State or Federal)	
Environmentally Sensitive Areas	
Federal Lands (Indian, BLM, etc.)	
Historical Sites	
Schools	
Other	

Additional Right-of-Way Required: ☐ None ☐ Minor (1-3 Parcels) ☐ Extensive (4 or More Parcels)

Will any Person or Business be Displaced: ☐ Yes ☐ No ☐ Possibly

Standards	Existing	Proposed	Standards	Existing	Proposed
Number of Lanes			Roadway Width (Shoulder to Shoulder)	ft	ft
Pavement Type			Right-of-Way Width	ft	ft

Sponsor's Signature	Title

Additional Information to be Furnished by the District

Functional Classification	Terrain Type	20	ADT/DHV

3.4.2. ITD 1150 (Revised for LHTAC use) **Project Cost Summary Sheet**

Round Estimate to the Nearest $1,000

Key Number	Project Number		Date
Location			District
Segment Code	Begin Mile Post	End Mile Post	Length in Miles

	Previous ITD 1150	Initial or Revise To
1a. Preliminary Engineering (PE) 5% of Line 15		
1b. Preliminary Engineering by Consultant (PEC) 20% of line 15		
2. Right-of-Way: Number of Parcels Number of Relocations		
3. Utility Adjustments: Work Materials By State By Others		
4. Earthwork		
5. Drainage and Minor Structures		
6. Pavement and Base		
7. Railroad Crossing: Grade/Separation Structure At-Grade Signals Yes No		
8. Bridges/Grade Separation Structures:		
New Structure Length/Width _____		
Location _____		
Repair/Widening/Rehabilitation Length/Width _____		
Location _____		
9. Traffic Items (Delineators, Signing, Channelization, Lighting, and Signals)		
10. Construction Traffic Control (Sign, Pavement Markings, Flagging, and Traffic Separation)		
11. Detours		
12. Landscaping		
13. Mitigation Measures		
14. Other Items (Roadside Development, Guardrail, Fencing, Sidewalks, Curb and Gutter, C.S.S.)		
15a. Cost of Construction [Items 3 through 14]		
15b. Contingency [Item 15a x 30%]		
16. Mobilization [15 % of Item 15a]		
17. Construction Engineer and Inspections (CE&I) [20% of Items 15a, 15b and 16]		
18. Total Construction Cost [15a + 15b + 16 + 17]		
19. Total Project Cost [Lines 1a + 1b + 2 + 18]		
20. Project Cost Per Mile	N/A	N/A
Prepared By:		

3.5 LHTAC 2026 STBG-SMALL URBAN TRANSPORTATION PLAN APPLICATION COVER SHEET:

1. Project Title: _____

2. Local Highway Jurisdiction (name and address): _____

_____

***Contact name: _____**

Phone: _____

Email: _____

***Please list the person from your LHJ we should call if we have any questions on this project application.**

3. Have you ever had a Transportation Plan?

Yes ☐ No ☐

Was it solely for your jurisdiction or jointly with another agency? _____

What year was it completed? _____

What was the source of funding? _____

4. Have you participated in a Transportation Plan with a County? ☐ Yes ☐ No ☐ Unknown

How was it funded?

SMALL URBAN TRANSPORTATION PLAN APPLICATION COVER SHEET MUST BE SUMITTED WITH:

☐ Vicinity Map (See Sample)

☐ LHTAC Project Rating Criteria

☐ Letters of Support

☐ Resolution

3.6 LHTAC 2026 STBG-SMALL URBAN TRANSPORTATION PLAN APPLICATION QUESTION RATIONALE

1. To score the maximum number of points, this application description should identify all jurisdictions within the urban area that are participating in the plan and how it will be used for future transportation decisions. If your area has a plan or is included in a county wide plan, explain why another plan is needed.
2. The LHTAC Council believes that increased efficiencies come through communication across neighboring jurisdictions and resource sharing. Involvement in a multi-jurisdictional transportation group provides the opportunity to coordinate construction schedules, reduce duplication, and share ideas/resources. Prioritizing projects helps identify those that are most beneficial to the area. Community support is also important. To score the maximum number of points on this question, the LHJ should be active in a multi-jurisdictional transportation group, provide examples of efficiencies through shared resources, have their project ranked in the top 3, and submit 3 unique letters of support.
3. A pavement management program is a system where data on the condition of pavement is gathered and used to track the life of paved streets and provide an objective determination for the most effective and efficient maintenance priorities. A sign management program is a system where data on the location and condition of signs is gathered and evaluated to provide objective criteria for maintenance and replacement of signs. These programs should allow the user to obtain a report that documents the previous maintenance and/or the condition of the overall system. The pavement and sign management programs lead to proper maintenance prioritization and funding. To score the maximum number of points on this question, the LHJ should provide a few pages of their pavement and sign management program data and the data should be updated within the last three years.
4. A Transportation Plan is the jurisdiction's road map on how they plan to provide for the long-range transportation needs of the community. While many communities have a Comprehensive Plan that may include a transportation element, a transportation plan is typically a more detailed document that includes long range or strategic projects that would fulfill the goals of a comprehensive plan. To score the maximum number of points on this question, the urban area would not have a Transportation Plan.
5. Transportation plans should be updated as the community changes. To score maximum number of points on this question, the urban area would not have an updated transportation plan or at least has not been updated in the last 10 years.
6. A trained workforce is essential in order to accomplish the diverse and technical work needed to manage and maintain transportation infrastructure. The personnel, equipment, and materials involved are extremely expensive and will be used most efficiently and effectively when proper training in the latest products, methods, and techniques for accomplishing the work are implemented. To score the maximum amount of points on this question, the LHJ will have at least 40% of their roadway workforce trained (Completed the Road Scholar level through the T2 Center), have 40% that have completed at least 2 courses, and have at least one Road Master on staff.
7. Title VI is included in the Americans with Disabilities Act. Federal-Aid projects require compliance with this act. The Idaho Transportation Department provides information and training to assist in local jurisdiction plan development.
8. The LHTAC Council understands LHJs may not receive funding for years, if ever, through LHTAC. Jurisdictions that have not recently received funding are eligible for additional points. An LHJ who has never received any funding administered through LHTAC will be eligible to receive the maximum number of points.

3.7 LHTAC 2026 STBG-SMALL URBAN TRANSPORTATION PLAN APPLICATION CHECKLIST

Complete this form and include in your application after the cover sheet.

Sponsor: _____
Project Name: _____
Total Project Cost: _____

	Y	N	Attachment Included	Pts Available	LHTC use only
1. Provide a description of the proposed transportation plan. Include the importance and need of the plan, what jurisdictions are included, and how you anticipate using the plan for future transportation projects. If you have a previous plan, why does that plan need to be updated?			☐	0-15	
2. Are you involved with an active multi-jurisdictional transportation group? If yes, include the first page of minutes or attendance for the last 1-2 **years** of meetings. Was your project ranked in the top 3 projects for your group? List examples of cooperation with other public/private agencies which improve efficiency in maintaining your roads (**1-page max**). Include up to 3 signed, unique, current letters of support for your project.	☐	☐	☐	0-10	
	☐	☐			
			☐		
3. Do you have a pavement and /or sign management program? Have the programs been updated in the past 3 years? If yes, attach a dated cover page and **no more than 2 pages** of each report documenting the most recent updates.	☐	☐		0-10	
	☐	☐	☐		
4. When was your Transportation Plan created? Year _____				0-15	
5. When was your Transportation Plan last updated? Year _____				0-15	
6. Attach a list of the names of **ALL** full-time road maintenance staff.* *If you are a city and a neighboring agency maintains your roads **and** will be completing your work, please report their names. Please provide information/agreement demonstrating how neighboring agency provides services.			☐	0-6	
7. Does your jurisdiction have a Title VI Plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complies with 23 CFR 200, the Civil Rights Title VI Program? Please include your plan's point of contact. _____	☐	☐		0-2	
8. What year and program did your jurisdiction last receive Federal-aid funding through LHTAC? _____ _____ Year Program	☐	☐		0-5	

Total Possible: 78

3.8 LHTAC 2026 STBG-SMALL URBAN TRANSPORTATION PLAN APPLICATION RATING CRITERIA

Please use this guide as a reference. Application packages will be scored based on the following scales.

		PTS	SUGGESTED SCORING
1.	Provide a description of the proposed transportation plan. Include the importance and need of the plan, what jurisdictions are included, how you anticipate using the plan for future transportation projects , the regional benefit, economic benefit, and overall impact to the system.	15 10-14 5-9 0-4	Excellent desc. including agency & future benefit Excellent desc. including agency Adequate description of need/benefit Poor description of need/benefit
2.	Are you involved with an active multi-jurisdictional transportation group? If yes, include first page of minutes or attendance for the last 1-2 **years** of meetings.	6-10 1-5 0	Involved with multi-group, ranked, share resources, minutes, examples. Involved with multi-group, share resources. Involved with multi-group or shared resources
3.	Do you have a pavement and/or sign management program?	9-10 7-8 5-6 4-3 0-2	Pavement & sign mgmt. updated w/in 3 years Pavement or sign management updated w/in 3 years Pavement & sign updated over 3 years ago Pavement or sign management updated over 3 yrs. Any pavement or sign rating information or system
4.	When was your Transportation Plan created? Year _____	15 0	Do not have a plan created over 10 years ago Created with last 2 years
5.	When was your Transportation Plan last updated? Year _____	11-15 5-10 1-5 0	No plan or updated over 10 years ago Updated 5 to 10 years ago Updated within 5 years Updated this year
6.	Have any of the employees participated in the LHTAC T2 Road Scholar/Master program or other training programs? **Add points together for completed + enrolled (potential for 6 points).*	3 2 1 0 2 1 0 1	≥ 40% completed Road Scholar 15-39% completed Road Scholar 1-14% completed Road Scholar 0% completed Road Scholar ≥ 40% completed at least 2 classes 15-39% completed at least 2 classes 0-14% completed at least 2 classes Bonus point if anyone has completed Road Master
7.	Does your jurisdiction have a Title VI plan that complies with 28 CFR 35.105 regarding Americans with Disabilities Act and complies with 23 CFR 200, the Civil Rights Title VI Program?	2 0	Yes No
8.	What year and program did your jurisdiction last receive Federal-aid funding through LHTAC?	5 4 3 2 1	Never Over 5 years ago 3-5 years ago 1-2 years ago, other than Urban funds 1-2 years ago, Urban funds

Total Possible: 78

4. SAMPLE DOCUMENTS

4.1 SAMPLE RESOLUTION

CITY
RESOLUTION

EXTRACT FROM THE MINUTES OF A REGULAR OR SPECIAL
MEETING OF THE (COUNCIL) OF THE
(CITY) OF (LOCATION), IDAHO
HELD ON (MONTH DATE, YEAR)

THE FOLLOWING RESOLUTION WAS INTRODUCED BY (COUNCILPERSON OR COMMISSIONER), READ IN FULL, CONSIDERED AND ADOPTED:

RESOLUTION NO. ___ OF THE (CITY), IDAHO, SUPPORTING THE PROJECT IDENTIFICATION SUBMITTAL FOR THE CONSTRUCTION OF (PROJECT NAME)

TO THE LOCAL HIGHWAY TECHNICAL ASSISTANCE COUNCIL (LHTAC). TOTAL PROJECT COST ESTIMATE IS ($___), WHICH WILL REQUIRE ($___) OF MATCHING FUNDS AVAILABLE FROM (CITY, COUNTY, OR HIGHWAY DISTRICT).

BE IT RESOLVED THAT THE (MAYOR OR CHAIRMAN OF THE COMMISSION) IS HERBY AUTHORIZED AND DIRECTED TO SIGN THE PROJECT APPLICATION PACKET AND SUBMIT TO LHTAC FOR PRIORITIZATION.

PASSED BY THE (COUNCIL OR COMMISSION) AND APPROVED BY THE (COUNCIL OR COMMISSION)
THIS (DATE) DAY OF (MONTH, YEAR).

_____
(MAYOR OR CHAIRMAN OF THE COMMISSION)

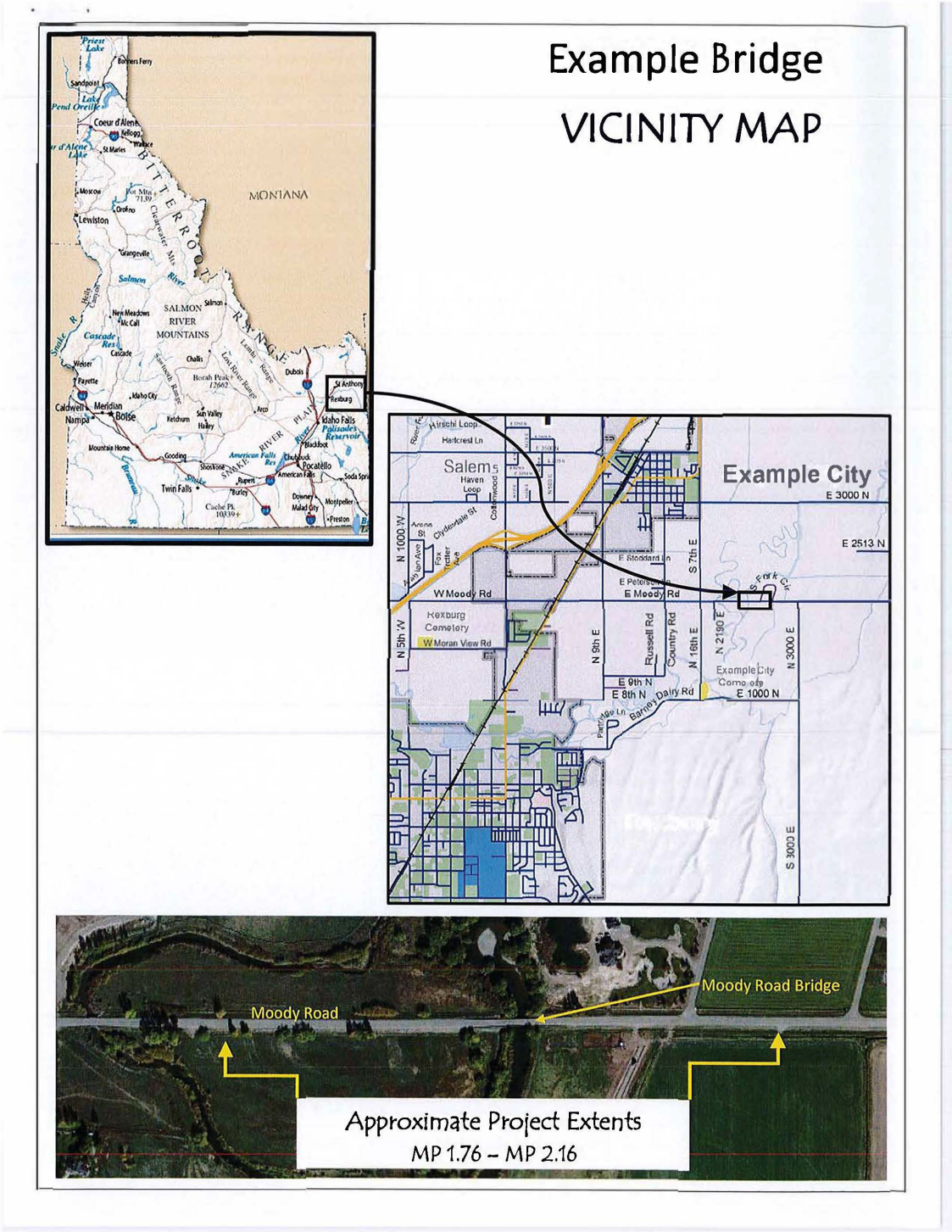
ATTEST:
_____, CLERK

CERTIFICATE

I, (NAME), (CITY, COUNTY, OR HIGHWAY DISTRICT), DO HEREBY CERTIFY THAT THE FOREGOING IS A FULL, TRUE AND CORRECT COPY OF THE RESOLUTION NO. ___ ADOPTED AT A REGULAR OR SPECIAL MEETING OF THE _____ HELD ON (DATE) DAY OF (MONTH, YEAR), AND THAT THE SAME IMPRESSED THE OFFICIAL SEAL OF THE (CITY, COUNTY, OR HIGHWAY DISTRICT), THIS DATE) DAY OF (MONTH, YEAR).

_____
SIGNATURE
_____, CLERK
NAME

4.2 VICINITY MAP



4.3 EXAMPLE OF PROJECT DESCRIPTION

Description of proposed project:
This project will replace the poor condition pavement on Oliver Street from E. 5th Street to E. 1st Street in the City of Christensen. The road sees an average daily traffic volume of 2,500 trips and services 10 small businesses, an elementary school, and several residential neighborhoods.

The existing pavement is in poor condition due to extensive cracking and potholing. There are no pedestrian facilities along this roadway, however there is not enough right of way to include standard-width lanes, curb & gutter, and a five-foot sidewalk. Traffic volumes and speed limits are low enough that pedestrians and cyclists can reasonably use the asphalt pavement alongside vehicles. The proposed project will remove the old, exhausted asphalt, repair and regrade the road base, place a fresh lift of asphalt and stripe the roadway, including cycling "sharrows."

The finished product will improve the safety and mobility of both vehicular and alternative modes of transportation. This will in turn enhance the local economy through the improvements to the numerous businesses in this area. Trips to the nearby school will also benefit our student population.

APPENDIX A

Why a Transportation Planning Project?

LHTAC wants the planning project developed for each community to be utilized. To accomplish this, the project must fit the needs of the Local Highway Jurisdiction. Knowing each County, City, or Highway District is unique, the transportation plans will also vary depending upon local needs and the existing resources. **A transportation plan isn't worth the paper it is written on, or the cost of its development, if it is not used—it must have practical use.**

A planning project should include: a roadway network analysis (existing and/or future), proposed solution to existing problems, a capital improvement plan, a roadway or an asset management program, access to road policy, and result in the formation of a multi-jurisdictional planning group. These tools are a real asset to decision making.

A **roadway network analysis** takes a critical look at the existing transportation network of the jurisdiction. The study starts with the collection of data (traffic counts, turning movement counts at intersections, collision records, and road geometry data). The analysis of this data may reveal elements or locations of the system that are not performing well and then propose ideas to improve their performance. As well as investigating the future transportation system considering the growth, present and future land uses, and then looking at future problems and solutions. Commonly, the view of the future is based on a 20-year horizon.

Roadway, Pavement, or Asset Management Programs are computer programs that can be developed as part of the transportation planning project. The program will evaluate the condition of the jurisdiction's infrastructure and suggest a plan to maintain and improve the local facilities. The project can fund a consultant to collect the data, set up the computer program, and train personnel in its use and maintenance. Any program can be used however, the data must be sent to LHTAC in a format that can be submitted to iWorQ.

A **Capital Improvement Plan (CIP)** distills the community's needs and desires into a prioritized list of future projects. The CIP should list the anticipated projects, estimated cost, potential funding source, and expected year of construction. The CIP should cover at least 5 years; many are developed with 10-year horizons. Participation by the general public should also be sought through informational meetings or other means, so their issues and comments can be considered during the development of the plan. The Capital Improvement Plan will help commit the jurisdiction to projects beyond the development of the plan.

LHTAC is encouraging the creation of **Multi-Jurisdictional Regional Transportation Planning Groups** to assist in the development of transportation plans. Transportation issues don't stop at the Local Highway Jurisdiction's borders. Many entities are involved with the transportation system: adjacent highway jurisdictions, emergency services, transit, federal land agencies, the Idaho Transportation Department, school districts, mail carriers, trucking industry, elected officials, bicyclists, Tribal government, utility companies, pedestrians, and others; all have an interest in the system. LHTAC hopes that the Multi-Jurisdictional Regional

Transportation Planning Group will extend beyond the project. This group can periodically meet to discuss transportation issues and desires and re-evaluate the CIP. The plan may produce road Construction Standards for development, Access Management strategies, transportation-related Stormwater Management standards,

or model Transportation Impact Study, and Funding information. These standards will help the jurisdiction preserve the roadway network. LHTAC has examples of these development standards. Policies such as Access Control, minimum Level of Service, parking, bicycle facilities, corridor preservation, and other issues may be addressed through these standards.

Traffic demand modeling of the transportation system may be a part of the plan, but it is not necessary in many situations. A computer model can be useful as an evaluation tool if the jurisdiction anticipates very quick population growth or if the jurisdiction is examining alternative routes that will be new to the network. If modeling is a part of the plan, the sponsor should consider the necessary maintenance of the model as a part of this decision.

Some local highway jurisdictions are using a planning project to fund a **Geographical Information System (GIS)** of their highway system. They have located signs, culverts, pavement condition, and/or traffic information. Many applications are imaginable once the GIS base map is created. However, collection of some data (water meters or rural addresses) that strays too far from the transportation operation and management will not be funded.

To further the examples, we have developed this matrix of possible tasks for the plan:

Plan Task	**Should Have**	**Could Have**	**Cannot Have**
Existing Network Evaluation	X		
Capital Improvement Plan	X		
Pavement Management Program	X		
Future evaluation of the Transportation network based on future land uses	X		
Proposed Transportation Solutions	X		
Multi-Jurisdictional Transportation Planning Group	X		
Public Involvement Plan	X		
Access Management policy		X	
Corridor study		X	
GIS Mapping		X	
Computer Traffic Model		X	
Mapping Utility Data			X
Ortho-corrected digital aerial photography			X

For more detailed information see LHTAC's Manual on *Transportation Plan* on our website: http://lhtac.org/resources/manuals/

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) STATE/LOCAL AGREEMENT FOR DESIGN AND CONSTRUCTION OF A024(687) N BOYER AVE SW, E MTN VIEW TO JUNIPER – KEY NO. 24687

WHEREAS: On December 20, 2023, under Resolution 23-098, City Council authorized City staff to apply for Transportation Alterative Program (TAP) funding for a sidewalk project on North Boyer Avenue, with this funding now awarded;

WHEREAS: This project proposes to fill the gap between Juniper Drive and Alexander Way, where no sidewalk or shared-use facility exists, by constructing approximately 1,200 linear feet of new sidewalk and installing ADA-compliant curb ramps, significantly improving multimodal connectivity in an area that already includes bicycle lanes on both sides of North Boyer Avenue;

WHEREAS: Federal participation will be at a rate of 92.66%, requiring a local cash match of 7.34% of total project costs, with the current total estimated cost of the project at $569,900, resulting in a City match obligation of approximately $41,831;

WHEREAS: Costs include engineering, construction, construction engineering, and inspection, with the City's local match programmed across FY2025 and FY2026 within the General Fund;

WHEREAS: The City is responsible for administering the project in accordance with federal-aid requirements, which includes selecting a consultant engineer from the Idaho Transportation Department (ITD) term agreement list, coordinating design reviews with the State, certifying right-of-way and environmental compliance prior to advertisement, bidding and awarding the construction contract, providing project management and inspection staff throughout construction, and maintaining all project records for the federally required retention period; and

WHEREAS: ITD, through the Local Highway Technical Assistance Council (LHTAC) administers the grant and will provide oversight, review plans and specifications, authorize project phases, and submit reimbursement requests to the Federal Highway Administration.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby accepts this grant award and approves the State/Local Agreement for the TAP State/Local Agreement for the N. Boyer Ave SW, E. Mtn View to Juniper project, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: The Mayor or designee, as permitted, is hereby authorized to enter into this agreement on behalf of the City.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

TAP STATE/LOCAL AGREEMENT
(DESIGN AND CONSTRUCTION)
PROJECT NO. A024(687)
N BOYER AVE SW; E MTN VIEW TO JUNIPER
KEY NO. 24687

PARTIES

THIS AGREEMENT is made and entered into this _____day of _____, _____, by and between the **IDAHO TRANSPORTATION DEPARTMENT**, hereafter called the State and the **CITY OF SANDPOINT**, acting by and through its MAYOR AND COUNCIL, hereafter called the Sponsor.

PURPOSE

The Sponsor has requested funding under the Transportation Alternatives Program. The purpose of this Agreement is to set out the terms and conditions necessary to obtain Federal-aid participation in the work.

The Sponsor acknowledges that this Agreement covers a project wherein federal aid funds will be allocated, and Sponsor will comply with the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

NOTE: The Sponsor is responsible for complying with all project requirements and project administration procedures outlined in the Transportation Alternatives Program Manual available at http://apps.itd.idaho.gov/apps/manuals/manualsonline.html .

Since certain functions under this Agreement are to be performed by the State, involving the expenditure of funds, and since the State can only pay for work associated with the State Highway System, the Sponsor is fully responsible for all costs related to the project for work off the State Highway System.

Authority for this Agreement is established by Section 40-317 of the Idaho Code.

The Parties agree as follows:

SECTION I. GENERAL

1. This Agreement is entered into for the purpose of complying with certain provisions of the Federal-Aid Highway Act, in obtaining federal participation in the design and construction of the project.

2. Federal participation in the costs of the project will be governed by the applicable sections of Title 23 U.S. Code (Highways) and rules and regulations prescribed or

promulgated by the Federal Highway Administration, including, but not limited to, the requirements of 23 U.S.C. §313, 23 CFR §635.410, and 28 CFR Part II.

3. Funds owed by the Sponsor shall be remitted to the State through the ITD payment portal at: *https://apps.itd.idaho.gov/PayITD* .

4. Federal participation in the project is at the rate of 92.66%; local participation is 7.34%.

5. Scheduled funding for this project is listed on the approved Idaho Transportation Investment Program, and subsequent revisions. Current estimated funding is as follows:

   a. Project Development - $116,000
      (PE-$16,000) (PC-$100,000)
   b. Construction Engineering - $51,000
      (CC-$51,000)
   c. Construction (CN) - $402,900
   d. Total Estimated Project Costs - $569,900

6. The Sponsor**'s** match for this project will be provided in cash in the amount of 7.34 percent of the entire project (currently $41,831).

7. This project shall be designed to State Standards as defined in the current version of the Idaho Transportation Department's Roadway Design Manual, or as subsequently revised. The current version of the Roadway Design Manual can be viewed at the following web site: http://itd.idaho.gov/manuals/ManualsOnline.html .

SECTION II. That the Sponsor shall:

1. Provide a funding match of 7.34% of the Total Estimated Project Costs of $569,900.

2. Pay to the State the sum of **THREE THOUSAND DOLLARS ($3,000)**, estimated to be the total expense to the State for this project. This amount will be applied towards the Sponsor's match. Upon project completion, if the estimated expense does not reflect the true cost of the work performed by the State, the Sponsor shall remit to the State the additional sum needed to cover the actual costs incurred by the State**.**

3. Designate an authorized representative to act on the Sponsor's behalf. That authorized representative's name is _____, Phone No. _____.

4. With the assistance of the State, secure the services of a consultant to design the project, and provide a copy of the project plans, specifications and estimate to the State for review and approval.

5. Before advertisement for bids, provide to the State a certification that all rights-of-way, easements, permits, materials sources, and agreements necessary for the construction and maintenance of the project have been acquired. The Sponsor will also certify that the contract proposal includes FHWA Form 1273 (Federal-aid Contract Provisions), and will provide an environmental determination in accordance with 23CFR 771.117.

6. Before advertisement for bids, provide to the State for review and approval a copy of the Contract Proposal form, Notice to Contractors, and construction plans, specifications and estimate. After the project is advertised for bids, provide the State with a copy of the bidding documents.

7. Advertise for the construction of the project, open bids, prepare a contract estimate of cost based on the successful low bid in accordance with State laws on procurement procedures for local governments, and request State concurrence prior to award.

8. Award a contract for construction of the project based on the successful low bid, and provide the State a copy of the contract.

9. During construction of the project, Sponsor will provide a project manager and staff to administer and inspect the project, and to provide inspection diaries and support to the State's Engineer.

10. The Sponsor shall prepare all monthly and final contract estimates and change orders, and submit all major change orders to the State for approval. During the life of the construction contract, prior approval of the State will be obtained if it is necessary to deviate from the plans and specifications to such a degree that the nature of the completed work is significantly changed.

11. In cooperation with the State, establish and cause to be maintained all construction traffic controls deemed necessary to best serve the public interests and to expedite the work in accordance with the MUTCD.

12. At no cost to the federal-share, cause to be replaced to original, equal or better condition any existing pavement, regulatory signs, and other similar items damaged as a result of the contractor's operation, except as hereafter stated as obligations of the State.

13. During design and construction of the project, be responsible for payment of all invoices for work performed on the project. The Sponsor will provide monthly

invoices, and proof of payment of same, to the State for reimbursement of the federal-aid share, up to the federal-aid limit noted in Section I, Paragraph 4 above.

14. Maintain all project records, including source documentation for all expenditures for a period of three (3) years from the date of final acceptance. Provide the State an electronic copy of these documents and records upon completion of the project. If any litigation, claim, negotiation, or audit has been started before expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues that arise from it.

15. Maintain the project upon completion to the satisfaction of the State. Such maintenance includes, but is not limited to, preservation of the building and landscape as is necessary for safe and efficient utilization in accordance with approved agreement with State, Federal, and Local preservation entities.

16. Comply with Exhibit B attached hereto and made a part hereof. By this agreement Sponsor agrees to comply with and be bound to the Civil Rights provisions of Title VI of the Federal Code and to generally insert those provisions in all contracts that it enters into that are federally funded on this project. If property acquired for this project with Federal financial assistance is transferred, the recipient of the property will be subject to Exhibit B if the property is used for the same purpose it was originally acquired or for another purpose involving similar services or benefits to the general public. Sponsor should contact the State prior to disposing of any property acquired under this agreement.

17. Comply with all other applicable State and Federal regulations.

18. To the extent permitted by Idaho law and as provided by the Idaho Tort Claims Act, indemnify, save harmless the State, regardless of outcome, from the expenses of and against suits, actions, claims or losses of every kind, nature and description, including costs, expenses and attorney fees that may be incurred by reason of any act or omission, neglect or misconduct of the Sponsor or its consultant in the design, construction and maintenance of the work which is the subject of this Agreement, or Sponsor's failure to comply with any state or federal statute, law, regulation or rule. Nothing contained herein shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby expressly reserved.

SECTION III: That the State shall:

1. Enter into an Agreement with the Federal Highway Administration covering the federal government's pro rata share of design and construction costs, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

2. Assist in the selection of a Consultant, negotiate, and furnish the Agreement for Consultant Services and any supplements thereto, to be used between the Sponsor and Consultant on this project.

3. Review and approve the project plans and specifications.

4. Authorize the Sponsor to administer the project and make any necessary changes and decisions within the general scope of the plans and specifications.

5. Appoint the Local Highway Technical Assistance Council (LHTAC) as the contract administrator for the State.

6. Designate a resident engineer and other personnel, as the State deems necessary, to supervise construction in accordance with the plans, specifications and estimates in the manner required by applicable state and federal regulations. Review for approval all major change orders submitted by the Sponsor**,** and conduct a final inspection of the project when completed.

7. Upon receipt of monthly invoices from the Sponsor, submit same to the Federal Highway Administration for reimbursement at the federal-aid participation rate of 92.66%, up to a maximum of the federal-aid limit noted in Section I, Paragraph 4 above.

8. Maintain complete accounts of all project funds received and disbursed, which accounting will determine the final project costs.

9. Cooperate with the Sponsor in selection and designation of suitable construction traffic control during project construction.

10. Designate an authorized representative to act on the State's behalf. That authorized representative's name is _____Lisa Popoff_____, Phone No. _____.

SECTION IV. Both Parties agree as follows:

1. Federal participation is contingent upon ultimate completion of the project. If for any reason the project is removed from the program without being completed, then the Sponsor shall be responsible for One Hundred Percent (100%) of all project costs, and shall pay back to the State all costs previously reimbursed. If the Sponsor's deposit exceeds project costs, then the State shall return the unspent balance to the Sponsor**.**

2. Sufficient Appropriation. It is understood and agreed that the State is a governmental agency, and this Agreement shall in no way be construed so as to bind or obligate the State beyond the term of any particular appropriation of funds by the Federal Government or the State Legislature as may exist from time to time. The State reserves the right to terminate this Agreement if, in its sole judgment, the Federal Government or the legislature of the State of Idaho fails, neglects or refuses to appropriate sufficient funds as may be required for the State to continue

payments. Any such termination shall take effect immediately upon notice and be otherwise effective as provided in this Agreement.

3. All information, regulatory and warning signs, pavement or other markings, traffic signals required, the cost of which is not provided for in the plans and estimates, must be erected at the sole expense of the Sponsor upon the completion of the project.

4. The location, form and character of all signs, markings and signals installed on the project, initially or in the future, shall be in conformity with the Manual of Uniform Traffic Control Devices as adopted by the State.

5. This Agreement shall become effective on the first day mentioned above, and shall remain in full force and effect until amended or replaced upon mutual consent of the State and the Sponsor**.**

EXECUTION

This Agreement is executed for the State by its Division Administrator, and executed for the Sponsor by the Mayor, attested to by the City Clerk, with the imprinted Corporate Seal of City of Sandpoint.

IDAHO TRANSPORTATION DEPARTMENT

_____
Division Administrator

ATTEST:

_____
City Clerk

CITY OF SANDPOINT

_____
Mayor

By regular/special meeting
on _____.

wd: Key No. 24687

RESOLUTION

WHEREAS, the Idaho Transportation Department, hereafter called the **STATE**, has submitted an Agreement stating obligations of the **STATE** and the **CITY OF SANDPOINT**, hereafter called the **CITY,** for construction of ADA compliant sidewalk; and

WHEREAS, the **STATE** is responsible for obtaining compliance with laws, standards and procedural policies in the development, construction and maintenance of improvements made to the Federal-aid Highway System when there is federal participation in the costs; and

WHEREAS, certain functions to be performed by the **STATE** involve the expenditure of funds as set forth in the Agreement; and

WHEREAS, The **STATE** can only pay for work associated with the State Highway system; and

WHEREAS, the **CITY** is fully responsible for its share of project costs; and

NOW, THEREFORE, BE IT RESOLVED:

1. That the Agreement for Federal Aid Highway Project A024(687) is hereby approved.

2. That the Mayor and the City Clerk are hereby authorized to execute the Agreement on behalf of the **CITY.**

3. That duly certified copies of the Resolution shall be furnished to the Idaho Transportation Department.

CERTIFICATION

I hereby certify that the above is a true copy of a Resolution passed at a *regular, duly* called special (X-out non-applicable term) meeting of the City Council, City of Sandpoint, held on _____, _____.

(Seal)

_____
City Clerk

EXHIBIT B

1050.20 Appendix A:

During the performance of work covered by this Agreement, the Consultant for themselves, their assignees and successors in interest agree as follows:

1. **Compliance With Regulations**. The Consultant shall comply with all regulations of the United States Department of Transportation relative to Civil Rights, with specific reference to Title 49 CFR Part 21, Title VI of the Civil Rights Act of 1964 as amended, and Title 23 CFR Part 230 as stated in the ITD EEO Special Provisions and Title 49 CFR Part 26 as stated in the appropriate ITD DBE Special Provisions. http://apps.itd.idaho.gov/apps/ocr/index.aspx

2. **Nondiscrimination**. The Consultant, with regard to the work performed by them during the term of this Agreement, shall not in any way discriminate against any employee or applicant for employment; subcontractor or solicitations for subcontract including procurement of materials and equipment; or any other individual or firm providing or proposing services based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment.** In all solicitations, either by bidding or negotiation, made by the Consultant for work or services performed under subcontract, including procurement of materials and equipment, each potential subcontractor or supplier shall be made aware by the Consultant of the obligations of this Agreement and to the Civil Rights requirements based on race, color, sex, national origin, age, disability, limited English proficiency or economic status.

4. **Information and Reports.** The Consultant shall provide all information and reports required by regulations and/or directives and sources of information, and their facilities as may be determined by the State or the appropriate Federal Agency. The Consultant will be required to retain all records for a period of three (3) years after the final payment is made under the Agreement.

5. **Sanctions for Noncompliance.** In the event the Consultant or a Subconsultant is in noncompliance with the EEO Special Provisions, the State shall impose such sanctions as it or the appropriate Federal Agency may determine to be appropriate, including, but not limited to:

    - Withholding of payments to the Consultant until they have achieved compliance;
    - Suspension of the agreement, in whole or in part, until the Consultant or Subconsultant is found to be in compliance, with no progress payment being made during this time and no time extension made;
    - Cancellation, termination or suspension of the Agreement, in whole or in part;
    - Assess against the Consultant's final payment on this Agreement or any progress payments on current or future Idaho Federal-aid Projects an administrative remedy by reducing the final payment or future progress payments in an amount equal to 10% of this agreement or $7,700, whichever is less.

6. **Incorporation of Provisions.** The Consultant will include the provisions of paragraphs 1 through 5 above in every subcontract of $10,000 or more, to include procurement of materials and leases of equipment unless exempt by the Acts, the Regulations, and directives pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the State or the appropriate Federal Agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into any litigation to protect the interest of the State. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

1050.20 Appendix E

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with all non- discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 4 71, Section 4 7123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U .S.C. 1681 et seq).

Implementation Procedures
This agreement shall serve as the Sponsor's Title VI plan pursuant to 23 CFR 200 and 49 CFR 21.

For the purpose of this agreement, "Federal Assistance" shall include:

1. grants and loans of Federal funds,
2. the grant or donation of Federal property and interest in property,
3. the detail of Federal personnel,
4. the sale and lease of, and the permission to use (on other than a casual or transient basis), Federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the Sponsor, or in recognition of the public interest to be served by such sale or lease to the Sponsor, and
5. any Federal agreement, arrangement, or other contract which has as one of its purposes, the provision of assistance.

The Sponsor shall:

1. Issue a policy statement, signed by the Sponsor's authorized representative, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the Sponsor's organization and to the general public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by ITD or the United States Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, in order to implement Title VI compliance in accordance with this agreement. The Sponsor's authorized representative shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI Coordinator who has a responsible position in the organization and easy access to the Sponsor's authorized representative. The Title VI Coordinator shall be responsible for initiating and monitoring Title VI activities and preparing required reports.

4. Adequately implement the civil rights requirements.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigation. Identify each complainant by race, color, national origin, sex, or disability; the nature of the complaint; the date the complaint was filed; the date the investigation was completed; the disposition; the date of the disposition; and other pertinent information. A copy of the complaint, together with a copy of the Sponsor's report of investigation, will be forwarded to ITD's EEO Office – External Programs within 10 days of the date the complaint was received by the Sponsor.

6. Collect statistical data (race and sex) of participants in, and beneficiaries of the Transportation programs and activities conducted by the Sponsor.

7. Conduct Title VI reviews of the Sponsor and sub-recipient contractor/consultant program areas and activities. Revise where applicable, policies, procedures and directives to include Title VI requirements.

8. Attend training programs on Title VI and related statutes conducted by ITD's EEO Office.

9. Participate in an annual review of the Sponsor's Title VI Program, the purpose of which is to determine to what extent the Sponsor has complied with Title VI requirements including the ADA. This review is conducted one year from the date of approval of the Non-Discrimination Agreement and then annually on the same date. The format for the Title VI review will be provided each year to the Sponsor for completion. A determination of compliance will be made by ITD's EEO Office based on the information supplied in the review. This review of the Sponsor's Title VI Program may also include an on-site review in order to determine compliance.

Discrimination Complaint Procedure
Any person who believes that he or she, individually, as a member of any specific class, or in connection with any disadvantaged business enterprise, has been subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, the American with Disabilities Act of 1990, Section 504 of the Vocational Rehabilitation Act of 1973 and the Civil Rights Restoration Act of 1987, as amended, may file a complaint with the Sponsor. A complaint may also be filed by a representative on behalf of such a person. All complaints will be referred to the Sponsor's Title VI Coordinator for review and action.

In order to have the complaint consideration under this procedure, the complainant must file the complaint no later than 180 days after:

a) The date of alleged act of discrimination; or
b) Where there has been a continuing course of conduct, the date on which that conduct was discontinued.

In either case, the Sponsor or his/her designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

Complaints shall be in writing and shall be signed by the complainant and/or the complainant's representative. Complaints shall set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In the event that a person makes a verbal complaint of discrimination to an officer or employee of the Sponsor, the person shall be interviewed by the Title VI Coordinator. If necessary, the Title VI Coordinator will assist the person in reducing the complaint to writing and submit the written version of the complaint to the person for signature. The complaint shall then be handled according to the Sponsor's investigative procedures.

Within 10 days, the Title VI Coordinator will acknowledge receipt of the allegation, inform the complainant of action taken or proposed action to process the allegation, and advise the complainant of other avenues of redress available, such as ITD and USDOT.

The Sponsor will advise ITD within 10 days of receipt of the allegations. Generally, the following information will be included in every notification to ITD:

a) Name, address, and phone number of the complainant.
b) Name(s) and address(es) of alleged discriminating official(s).
c) Basis of complaint (i.e., race, color, national origin or sex)
d) Date of alleged discriminatory act(s).
e) Date of complaint received by the Sponsor.
f) A statement of the complaint.
g) Other agencies (state, local or Federal) where the complaint has been filed.
h) An explanation of the actions the Sponsor has taken or proposed to resolve the issue raised in the complaint.

Within 60 days, the Title VI Coordinator will conduct an investigation of the allegation and based on the information obtained, will render a recommendation for action in a report of findings to the Sponsor's authorized representative. The complaint should be resolved by informal means whenever possible. Such informal attempts and their results will be summarized in the report of findings.

Within 90 days of receipt of the complaint, the Sponsor's authorized representative will notify the complainant in writing of the final decision reached, including the proposed disposition of the matter. The notification will advise the complainant of his/her appeal rights with ITD, or USDOT, if they are dissatisfied with the final decision rendered by the Sponsor. The Title VI Coordinator will also provide ITD with a copy of this decision and summary of findings upon completion of the investigation.

Contacts for the different Title VI administrative jurisdictions are as follows:

Idaho Transportation Department
Equal Employment Opportunity Office – External Programs
EEO Manager
PO Box 7129
Boise, ID 83707-1129
208-334-8884

Federal Highway Administration
Idaho Division Office
3050 Lakeharbor Lane, Suite 126
Boise, ID 83703
208-334-9180

Sanctions
In the event the Sponsor fails or refuses to comply with the terms of this agreement, the ITD may take any or all of the following actions:

1. Cancel, terminate, or suspend this agreement in whole or in part;
2. Refrain from extending any further assistance to the Sponsor under the program from which the failure or refusal occurred until satisfactory assurance of future compliance has been received from the Sponsor.
3. Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the Sponsor;
4. Refer the case to the Department of Justice for appropriate legal proceedings.

Distribution: EEO Office
Revised: 03-09, 08-10, 08-17

SANDPOINT CITY COUNCIL AGENDA REQUEST FORM

Today's date: 12 / 12 / 23

Date of meeting 12 / 20 / 23

(City Council meetings are held the 1st and 3rd Wednesday of each month.)

Name of Citizen, Organization, Elected Official, or Department Head making request:
Holly Ellis, Infrastructure & Development Services Construction Manager

Address: 1123 Lake Street, Sandpoint, Idaho 83864

Phone number and email address: 208.946.2087 / hellis@sandpointidaho.gov

Authorized by: Jennifer Stapleton _____
name of City official *City official's signature*

(Department Heads, City Council members, and the Mayor are City officials.)

*Subject: Transportation Alternative Program (TAP) Application for Boyer Ave Project

Summary of what is being requested: Authorize submission of a TAP grant application to provide infill and connectivity on N Boyer Ave.

The following information MUST be completed before submitting your request to the City Clerk:

1. Would there be any financial impact to the city? ☐ **Yes or** ☑ **No**
   If yes, in what way? _____

2. Name(s) of any individual(s) or group(s) that will be directly affected by this action: — Have they been contacted? **Yes or No**

3. Is there a need for a general public information or public involvement plan? **Yes or No** ☑ ☐
   If yes, please specify and suggest a method to accomplish the plan: Outreach efforts to adjacent property owners during design efforts.

4. Is an enforcement plan needed? **Yes or No** ☐ ☑ Additional funds needed? **Yes or No** ☐ ☑

5. Have all the affected departments been informed about this agenda item? **Yes or No** ☑ ☐

This form must be submitted no later than 6 working days prior to the scheduled meeting. All pertinent paperwork to be distributed to City Council must be attached.

ITEMS WILL NOT BE AGENDIZED WITHOUT THIS FORM

***City Staff, please check one box:** Consent ☐ Old Business ☐ New Business ☑ Other/Unknown ☐

CITY OF SANDPOINT
AGENDA REPORT

DATE: December 14, 2023

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Infrastructure & Development Services, Construction Manager

SUBJECT: 2024 LHTAC TAP Grant – North Boyer Ave Connectivity

BACKGROUND:

North Boyer Avenue is identified in the City's adopted Multimodal Transportation Master Plan (MTMP) as a multimodal route needed to provide north/south connectivity. Currently, the eastern side of N Boyer Ave features a multi-use path from Blady Mountain Road north to Juniper Drive and a sidewalk from Alexander Way north to Schweitzer Cutoff Road. A gap exists between Juniper Drive and Alexander Way without a sidewalk or multi-use path. N Boyer Ave however has bike lanes on both the east and west sides of the road from Larch St to the north past Alexander Way. The proposed project aims to infill approximately 1,200 linear feet of sidewalk and install new ADA ramps on the east side of N. Boyer Avenue from Juniper Drive to Alexander Way. See Project Map attached.

The existing public-right-of-way along project provides about 10 feet between the curb and the private property line, which is insufficient for a multi-use path and a planter strip with snow storage. Previous attempts to acquire easements for additional public access were unsuccessful. However, there is enough space to accommodate a 6-foot wide sidewalk and a 4-foot wide planter strip

On January 2, 2020, City Council authorized staff to apply for the 2020 TAP grant to infill a multi-use pathway Avenue (Resolution 20-004) in this area. This project was not awarded funding.

If the grant is awarded, the design phase of the project would occur in 2025 and with construction slated for 2026, pending City Council acceptance of the grant, and approval of design and construction contract awards. The public will be invited to an informational open house during design efforts. The required match for this project would be funded by general fund in FY25 and FY26.

DESCRIPTION:

The Local Highway Technical Assistance Council (LHTAC) with the Idaho Transportation Department (ITD) is soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2025, 2026, and 2027. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. Alternative transportation projects include on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities act of 1990. Approximately $7.5M is available each year with up to 95% going toward infrastructure projects and the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The $7.5M annual funding allocation is based from the IIJA Act.

The maximum TAP award is $500,000 in Federal-aid. All projects will require a 7.34% local match of Federal funds. Funding is eligible to be used for a consultant engineer off the ITD term agreement list to complete the design to Federal-aid standards, fund construction of the project, and fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor

cannot perform the construction administration but can help augment inspection on TAP projects. The project must be designed and constructed following federal guidelines in order for the sponsor be eligible for the 92.66% federal reimbursement.

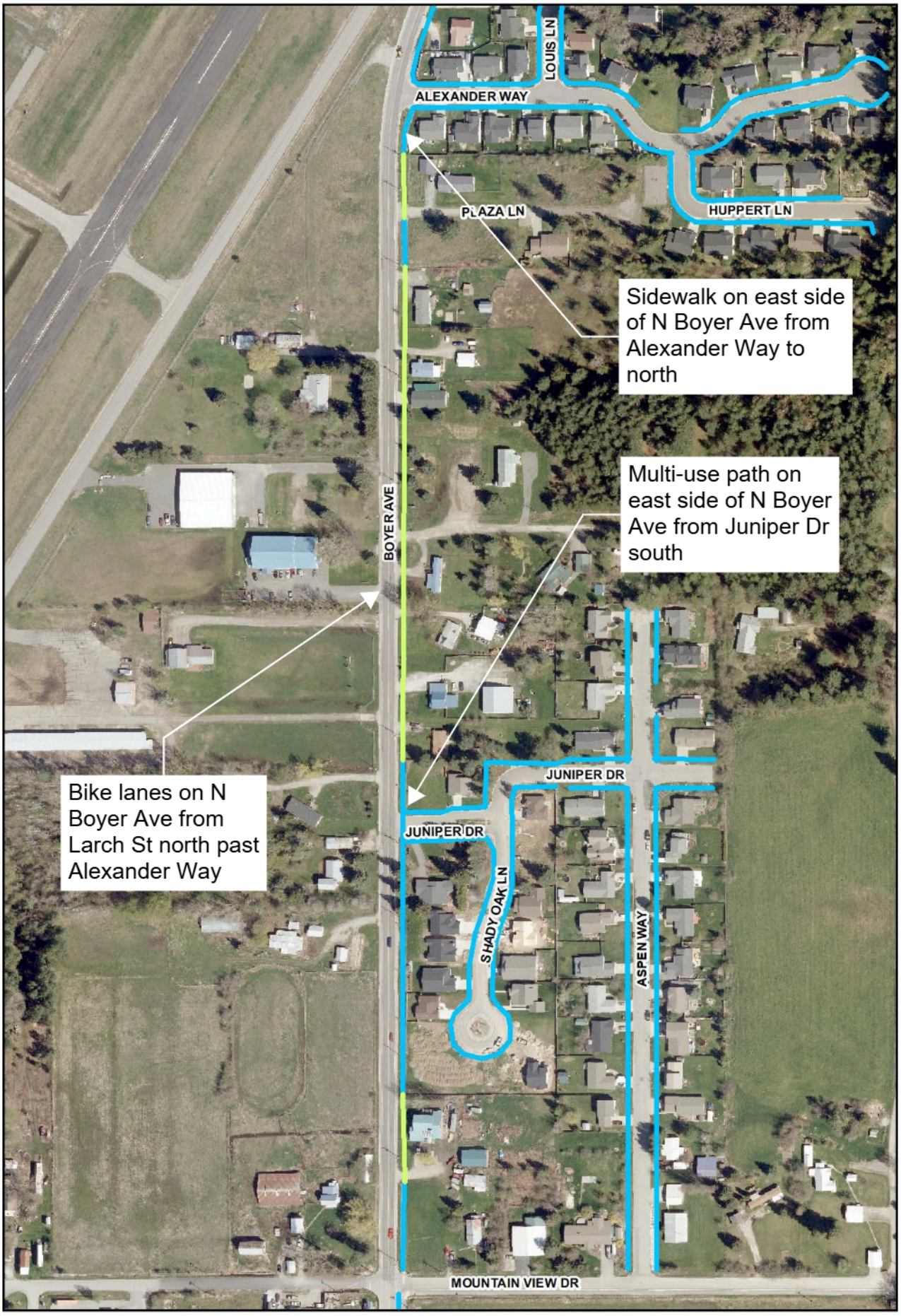
STAFF RECOMMENDATION:

Authorize staff to submit a Transportation Alternatives Program grant of up to $500,000 to LHTAC for sidewalk connectivity on the east side of N Boyer Ave.

ACTION:
Move to authorize staff to submit a Transportation Alternatives Program grant of up to $500,000 to LHTAC for sidewalk connectivity on the east side of N Boyer Ave.

WILL THERE BE ANY FINANCIAL IMPACT? Yes HAS THIS ITEM BEEN BUDGETED? Yes

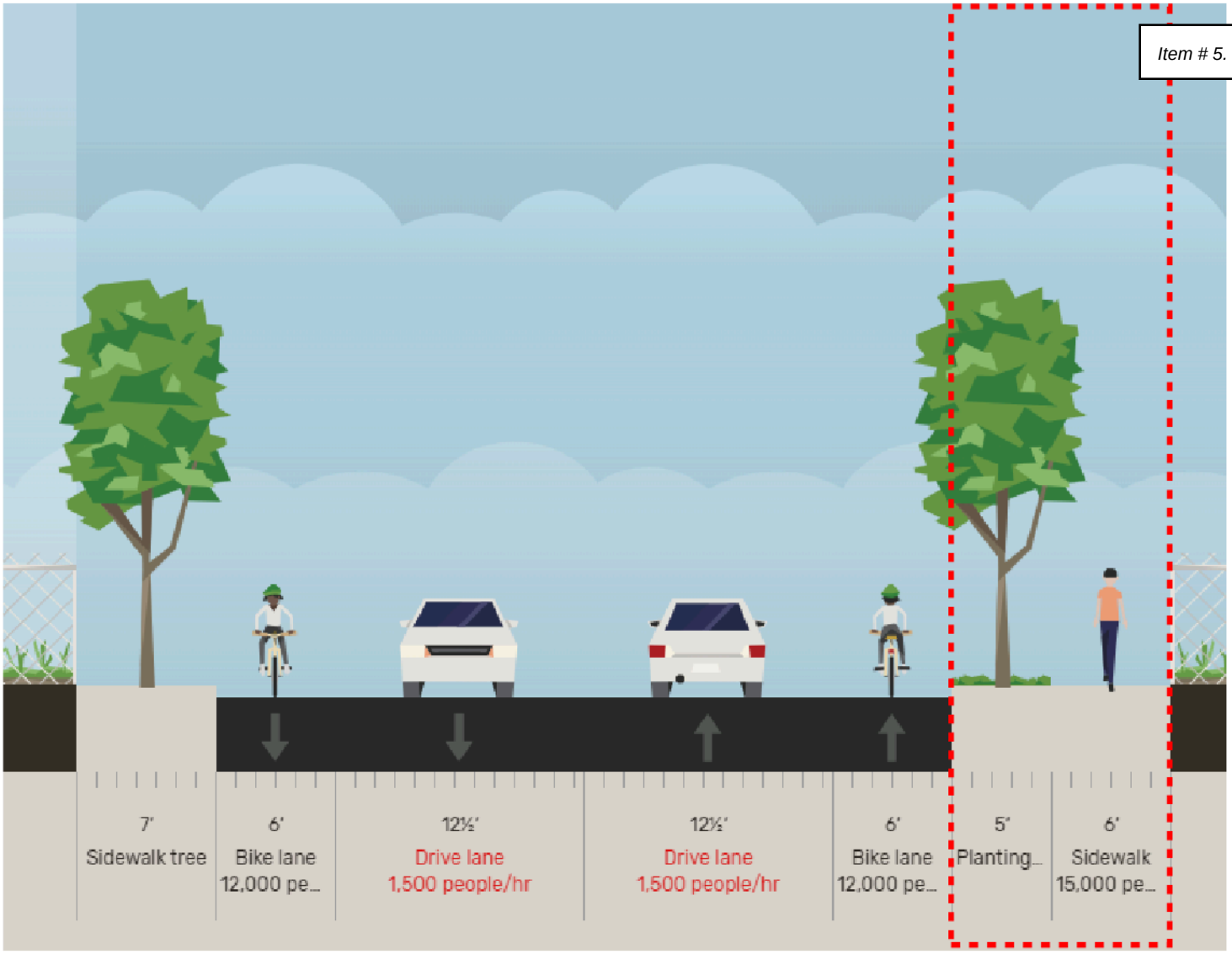
ATTACHMENTS:
1. Project Map
2. TAP Grant Application



Boyer Ave Path/Sidewalk Gaps

Sidewalk infill needed

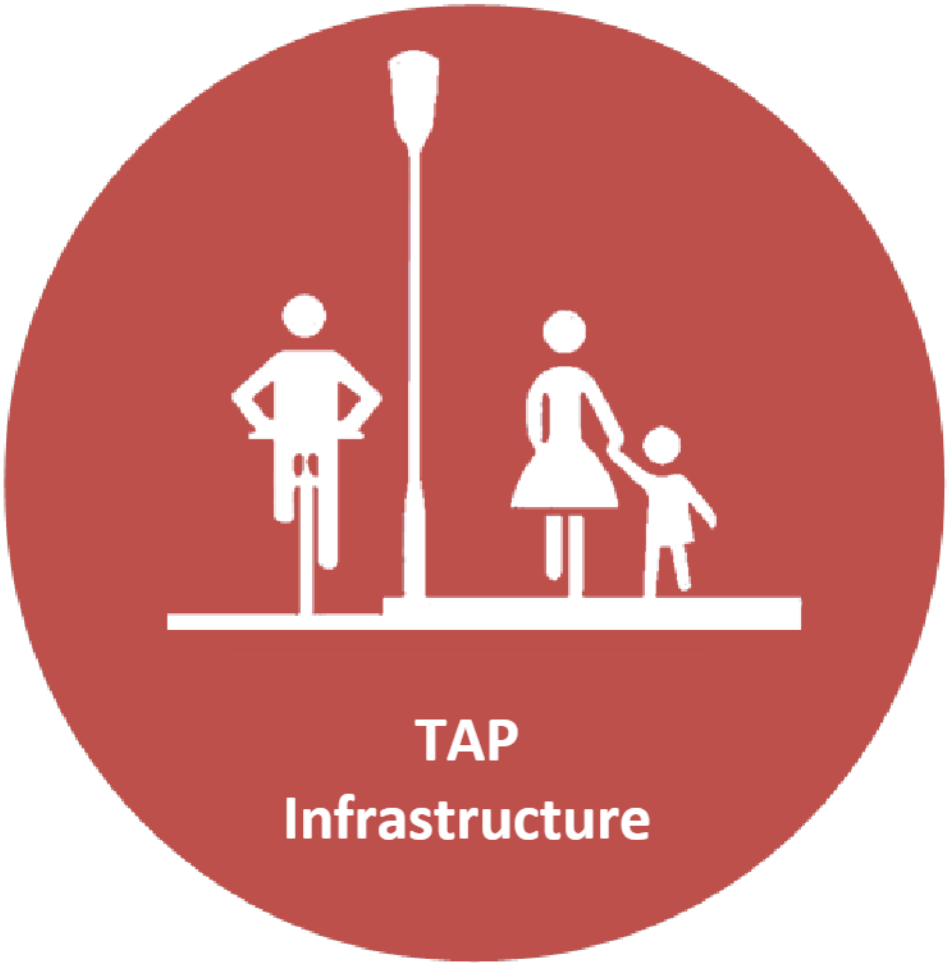
Existing Path/Sidewalk



N Boyer Sidewalk Project

Transportation Alternatives Program (TAP): 2024 Application – Infrastructure Projects

Submittal Deadline (Electronic only): Thursday, January 18th. 2024, 4:00 pm MST



Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703
208-344-0565
Fax 208-344-0789

Lhtact2
Advocate | Support
Train

INCLUDED IN THIS PACKET

1. APPLICATION INFORMATION 3

2. PROGRAM GUIDANCE 5

3. APPLICATION 8

4. SCORING 10

1. APPLICATION INFORMATION

1.1 Instructions to Applicants

There are several changes to the TAP Infrastructure application from prior years. Major changes include:

- The ITD TAP coordinators have been updated. Please make sure you contact the appropriate ITD staff as required for your application.
- Eligible Applicants has been updated to conform with the Bipartisan Infrastructure Law (BIL)
- Definitions updated for standard and non-scalable projects
- Project maps and Right-of-Way questions are required elements of the applications but not scored.
- Project scoring has been adjusted to reflect policy directives from BIL. Please read the questions and scoring carefully. Mobility now encompasses connectivity and accessibility. LHTAC strongly encourages answers addressing both for the question on mobility.
- The scoring criteria has been updated to meet the guidance from BIL.

The following items are due to LHTAC or ITD TAP Coordinator by January 5, 2024:

- Pre-application checklist
- Environmental screening form
- TAP estimating worksheet

The forms will be returned to the applicant with signatures or with comments to be addressed prior to submission of the application. Forms with comments must still be signed prior to submission of application.

A completed application will include the following:

- Cover Sheet that includes the local sponsor and project name.
- Applicant information and funding preferences (page 9)
- Project Map that clearly defines project location with readily identifiable beginning and end points
- Responses to questions 1-5
- Letter or resolution from your agency stating a Match Commitment
- ITD 1983 form – ROW Certificate
- Supplemental Application Questions for projects within an MPO (if applicable)
- Railroad agreement (if applicable)
- The pre-application checklist, environmental screening form and TAP estimating worksheet.
- Application certification, signed page 7

Completed applications will be submitted as a single electronic file to APPLICATIONS@LHTAC.ORG by 4:00 PM Mountain Time on January 18, 2024.

Application resources can be found at LHTAC's website www.lhtac.org/programs/TAP

1.2 PROGRAM BACKGROUND

The Local Highway Technical Assistance Council (LHTAC) in partnership with the Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2025, 2026, and 2027. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. The TAP program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. Approximately $7.5M is available each year with up to 95% going toward infrastructure projects and the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The $7.5M annual funding allocation is based from the IIJA Act.

ELIGIBLE PROJECTS: According to ITD Administrative Policy 5081, funds can be used for on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities act of 1990.

Examples of eligible projects:

- Paths/sidewalks along or adjacent to an existing roadway
- Connecting sidewalks/paths between two terminal points
- Curb ramps and other horizontal and vertical barriers to accessibility
- Pedestrian crossing facilities across an existing roadway including signing and/or signalization
- Reconstructing an existing non-compliant pathway or sidewalk
- Pedestrian bridges or underpasses

APPLICATION:

The application for the Transportation Alternatives Program is included in this package, and can be found on the LHTAC website, www.lhtac.org, under the Programs tab, then TAP Program.

The application is due Thursday January 18th at 4:00 p.m. (MST) and should be submitted electronically in a single PDF file to APPLICATIONS@LHTAC.ORG. The applications will be scored by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March 2024.

Limit two applications per eligible applicant.

FUNDING:

Standard TAP infrastructure awards are capped at $500,000 in Federal-aid (plus 7.34% local match, for a total project size of $536,700). You may submit up to two applications, however only one application will be funded per Jurisdiction, unless all jurisdictions who submitted applications receive an award and there is still funding remaining. Jurisdictions may submit one application for a non-scalable TAP project (up to $1M in federal funds). Competitive non-scalable TAP projects are projects that cannot be phased. Examples of non-scalable TAP projects should include large elements like pedestrian bridges, underpasses, or pedestrian tunnels. Non-scalable TAP applications count toward the two-application limit per jurisdiction. See Section 2 for additional information about standard and non-scalable infrastructure application guidance.

2. PROGRAM GUIDANCE FOR 2024

Statement of Purpose: To share guidelines for the Transportation Alternatives Program

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department

Guidelines and/or Rules:

Basic Structure:

- Application available by October 2, 2023
- Application due January 18, 2024
- Applicant is required to submit a signed document stating everything in this application is accurate and they are able to pay the 7.34% local match
- Projects on a state route require coordination with the ITD District TAP coordinator prior to application submittal. Start this coordination early in the application window to allow time for a site visit or communication about project limitations within ITD Right-Of-Way.
- Projects off-system require coordination with LHTAC TAP coordinator prior to application submittal
- ITD design standards and federal regulations (include link) apply to all projects funded with TAP funds.

Project Types:

- Standard Project:
  - Up to $500k federal funds (plus 7.34% local match, total project $536,700)
  - Projects may be phased
  - May submit two (2) applications each cycle

- Non-Scalable Project:
  - Up to $1M federal funds (plus 7.34% local match, total project $1,073,400)
  - Must include a non-scalable element: pedestrian bridge, pedestrian tunnel, etc.
  - May only submit one (1) non-scalable application each cycle. Agencies may submit one (1) standard project application in addition to a non-scalable application.

Application:

- Projects must be located within the public right of way, primarily serving a transportation use
- Limit of two applications per City, County, or Highway District (includes up to 1 Non-Scalable TAP application)

TAP Coordinators:

If a project falls within the Idaho Transportation Department (ITD) Right of Way (ROW), then the local sponsor must coordinate with the appropriate ITD district representative listed below. ITD must review and approve the scope of the project and provide a letter of support to be included in the project application. During design, the ITD District will have opportunities to provide comments at milestone projects submittals including (but not limited to) preliminary design, final design, and plans, specifications, and estimate (PS&E) submittal. Coordination with your district representative early in the application process is recommended.

- District 1 (North Idaho): Rob Beachler (208) 772-1216
- District 2 (North-Central Idaho): Jole Wells (208) 799-4226
- District 3 (Southwest Idaho): Aaron Bauges, (208) 334-8964
- District 4 (South-Central Idaho): Trey Mink, (208) 886-7848
- District 5 (Southeast Idaho): Melodie Halstead, (208) 239-3370
- District 6 (East Idaho): Jeff Sneddon (208)745-5863
- LHTAC (Local roads statewide): Amanda LaMott, (208) 344-0565

Scoring:

- Scoring will be by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee as appointed by the Idaho Transportation Department comprising of professionals and stakeholders from various locations across Idaho.
- The MPOs will collaboratively score and rank the supplemental questions for projects that fall within MPO boundaries
- LHTAC staff to provide project recommendations to the LHTAC Council in March 2024 and the ITD Board at the April 2024 meeting.

Funding:

- Fund approximately $7.5M in projects annually
- Funding available in 2025 (partial), 2026, and 2027
- Maximum federal award of $500k for standard projects. Maximum federal award of $1M for non-scalable projects
- No in-kind match
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant
- Local jurisdictions must hire a Construction Administration consultant as part of the Federal project to complete the construction engineering and inspection. The local agency may augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match of Federal funds
- Project costs may exceed the Federal funds allocated to a project, but the local sponsor is required to pay 100% of cost overruns, unless additional Federal funding is available at the time of the request.

Eligible use of Funds:

- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed)
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform the construction administration but can help augment inspection on TAP projects.

Eligible applicants

- City, County, or Highway District
- Transit agency
- Natural resource or public land agency
- School district, local education agency, or school
- Tribal government
- Any other local or regional governmental entity with responsibility for or oversight of transportation or recreational trails
- A State, at the request of an eligible entity listed above.

Sponsor certifies the following conditions of application:

- Sponsor is familiar with Transportation Alternatives Program eligibility criteria.
- All Right-of-Way (ROW) was acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act and no environmental issues are known to exist.
- If the project falls within ITD Right-Of-Way (ROW), sponsor has coordinated with the appropriate ITD District and have accurately represented the project scope.
- This project doesn't impact any rail lines. If a track is being crossed, sponsor has a documented agreement with the railroad and it's attached to this application.
- Sponsor budget accurately reflects the anticipated cost of the proposed project.
- The information in the application accurately reflects available knowledge of staff.
- Sponsor understands this is a reimbursement grant and must furnish the local catch match upfront and will be reimbursed as work progresses and invoices submitted with accompanying documentation.
- The project must be designed and constructed following federal guidelines in order for the sponsor be eligible for the 92.66% federal reimbursement.
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay for 100% of all federal funds expended.
- Sponsor accepts responsibility for future maintenance and operating costs of the completed project.

_____ _____

Sponsor Signature (Authorized Official) Date

_____

Sponsor Printed Name

_____

Title

3. APPLICATION

Project Title:_____
Applicant Agency: _____
Mailing Address (this can be a PO Box): _____
Also include a Physical address if different from your mailing address: _____

Person Responsible: _____
Phone: _____
Email: _____
Please list the person from your agency we should call if we have any questions on this project application.

Secondary Contact*: _____(must be different than the previous contact)
Phone: _____ (must be different than the previous phone)
Email: _____ (must be different than the previous email)
*Second Contact is required so we can contact you in case the person responsible is no longer with your agency

State Highway Route(s) *if applicable* _____

Beginning Mile Posts(s) *if applicable* _____

Ending Mile Posts(s) *if applicable* _____

Project Area
☐Urbanized - Areas with population over 200,000
☐Urban - Areas with population of 5,001 to 200,000
☐Rural - Areas with population of 5,000 or less

Project costs:

Total Federal Funds: _____

Total Local Match: _____

Total Project Cost Estimate: _____

Federal reimbursement requested for: (select all that apply)

☐ Design activities
☐ Construction activities

Preference	
Design	
2025	☐
2026	☐
Construction	
2025	☐
2026	☐
2027	☐

Unscored Application Criteria

- ☐ Provide a map clearly showing project limits
- ☐ (pass/fail) Do you own the necessary Right-of-Way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements for the project? Provide if applicable.
- ☐ (pass/fail) If your project falls within railroad right-of-way, do you have a written agreement from the railroad supporting your project?

Please provide a response for questions 1-5

1. (35 pts) Project Description: Describe your project and demonstrate why it is important to your community. Include information on distinct elements applicable to the program including sidewalks, bike lanes, shared use path etc. (Limit 1 page)
2. (15 pts) Planning and Readiness: Is this project in your jurisdiction's transportation plan or comprehensive plan and has it been updated in the last 5 years? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Transition Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page)
3. (20 pts) Mobility: Describe how this project will increase mobility in your community? Does it tie into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? Does this project remove a known barrier to accessibility? (limit ½ page)
4. (20 pts) Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page)
5. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages)
   - ☐ If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating that this project is in alignment with the Metropolitan Transportation Plan.
   - ☐ If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

Total: 100 points

Application Checklist:

- ☐ Signed page 7 from this application packet
- ☐ Responses to the unscored application criteria
- ☐ Responses to questions 1-5
- ☐ Pre-application checklist – signed by ITD or LHTAC TAP coordinator by January 5, 2024
- ☐ Environmental Screening Form – signed by LHTAC or ITD District Environmental Planner by January 5, 2024
- ☐ TAP estimating worksheet - signed by LHTAC or ITD District Environmental Planner by January 5, 2024
- ☐ Letter or resolution from your agency stating a Match Commitment
- ☐ ITD 1983 form – ROW Certificate
- ☐ Supplemental Application Questions for projects within an MPO (if applicable)
- ☐ Agreement with the railroad (if applicable)

4. SCORING

1. Project Description; 35 pts
   a. Description clearly describes the scope and limits of the project. Describes the project elements and clearly shows how they address the needs of the projects and the benefits they provide. Elements may include: shoulder, bike lane, sidewalks, shared use path, traffic calming, street lighting, street furniture. 25-35 pts
   b. Description moderately describes the scope and limits of the project. Describes the project elements and moderately shows how they address the needs of the projects and the benefits they provide. 15-25 pts
   c. Description includes minimal information to understand the scope and limits of the project. Describes the project elements and how they address the needs of the projects and the benefits they provide. 0-15 pts

2. Planning and Readiness; 15 pts
   a. Project is supported by a transportation plan or comprehensive plan and it's been updated w/in 5 years. The transportation plan has a written bicycle/pedestrian plan. Application includes a resolution from the governing body committing to pay the local match. MPO has been coordinated with and is supportive (if applicable); 10-15pts
   b. Project is supported by a transportation plan or comprehensive plan and it's older than 5 years. Plan does not have a written bicycle/pedestrian plan. Application includes resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 5-10 pts
   c. No transportation plan. Application may or may not have a resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable); 0-5 pts

3. Mobility; 20 pts
   a. Description describes how this project will increase mobility and accessibility in the community. Describes how the project ties into an existing pedestrian facility or installs new facilities where none previously existed. Clearly provides examples of new connections to services and goods (i.e. residential to school, residential to commercial, commercial to health care, etc). Removes a known barrier to accessibility. 10-15 pts
   b. Description describes how this project will increase mobility and accessibility in the community. Limited description for how the project ties into an existing pedestrian facility or installs new facilities where none previously existed. Limited examples of new connections this provides (i.e. residential to school, residential to commercial, commercial to recreational, etc). 5-10 pts
   c. Description includes minimal information about how the project will increase mobility and accessibility in the community. Does not provide information on new connections. 0-5 pts

4. Safety; 20 pts
   a. Description clearly describes how this project will improve safety for cyclists, pedestrians, children, and those with disabilities. Description includes pedestrian and/or bicycle counts, crash data, remarks from the local police, and other data driven documentation of safety enhancements. 15-20pts
   b. Description moderately describes how this project will improve safety for some users. Limited data driven sources safety enhancements. 10-15pts
   c. Project description provides little or no safety improvements. 0-10pts

5. Letters of support; 10 pts
   a. Five unique and diverse letters or statements of support. If this project is within ITD Right-of-Way, one of the letters must be from the ITD District. 7-10pts
   b. Form letters or non-diverse letters of support. 4-7 pts
   c. Less than five letters of support. 0-4pts

No: 23-
Date: December 20, 2023

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION TO INFILL SHARED USE PATHWAY ON EAST SIDE OF NORTH BOYER AVENUE

WHEREAS: The existing shared use pathway on the east side of North Boyer Avenue does not provide continuous connectivity and is in need of infill;

WHEREAS: The Idaho Transportation Department (ITD), administered by the Local Highway Technical Assistance Council (LHTAC), is soliciting Transportation Alternatives Program (TAP) Grant applications, which, if awarded in FY2024, would assist in funding the design and construction of approximately 1200 linear foot of new sidewalk;

WHEREAS: The grant requires a local match of 7.34%;

WHEREAS: The project is estimated to cost $516,000 which results in a local funding match requirement of $38,000; and

WHEREAS: The FY2025 City Budget includes funds for this match amount.

NOW, THEREFORE, BE IT RESOLVED THAT: City staff is directed to finalize and submit an application for a TAP Grant through LHTAC for up to $500,000, seeking funding to infill the sidewalk on the east side of North Boyer Avenue.

BE IT FURTHER RESOLVED THAT: The Mayor is authorized to sign any and all documents necessary to apply for this grant.

_____
Shelby Rognstad, Mayor

ATTEST:

_____
Cassidy Brocaille, Deputy City Clerk

No: 23-098
Date: December 20, 2023

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) GRANT APPLICATION TO INFILL SHARED USE PATHWAY ON EAST SIDE OF NORTH BOYER AVENUE

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WHEREAS: The FY2025 City Budget includes funds for this match amount.

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BE IT FURTHER RESOLVED THAT: The Mayor is authorized to sign any and all documents necessary to apply for this grant.

Shelby Rognstad, Mayor

ATTEST:

Cassidy Brocaille, Deputy City Clerk

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 14th, 2025

MEETING DATE: December 3rd, 2025

TO: Mayor Grimm, members of the Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Approval of Agreement A26-5200-4 – Portable Toilet Rental and Service (2026–2027) with KGT Septic, Inc.

PURPOSE:

City Council approval is requested for Agreement A26-5200-4 between the City of Sandpoint and KGT Septic, Inc. for the rental, servicing, and maintenance of portable toilets at various City parks and facilities. The contract is for a two-year term, with a not-to-exceed amount of $90,000, which exceeds administrative purchasing authority and therefore requires Council approval.

BACKGROUND:

On September 10, 2025, the City issued a Request for Proposals (RFP) for portable toilet rental and service for the upcoming contract period. The RFP closed on September 25, 2025, and no proposals were received.

Shortly after the closing date, KGT Septic, Inc., the City's incumbent service provider, submitted a proposal. Because the City received no other proposals, the late submission was accepted for consideration to ensure continuity of service and avoid operational disruptions at parks and public facilities.

The resulting agreement (attached) provides the full schedule of service locations, unit types, frequencies, cleaning requirements, and detailed pricing for both fiscal years covered by the contract. Pricing forms have been provided as a separate attachment for readability and transparency.

The contract term spans January 1, 2026 through September 30, 2027, aligning with City operational needs while crossing two fiscal years (FY2026 and FY2027).

Under the agreement, KGT Septic, Inc. will provide:

A. Monthly Rental & Scheduled Cleaning
- Year-round service at:
  - Pine Street Park – ADA unit
  - Lakeview Park – ADA unit
  - Sandcreek Water Treatment Plant – regular unit
- Seasonal service (6–8 months depending on site) at:
  - City Beach (regular + ADA)

- Great Northern Park (2 regular + ADA)
- Centennial Park – regular unit
- Pine Street Park - regular seasonal unit (April 01 – Oct 31)
- Hickory Park – ADA unit
- 9th Grade Center - ADA unit
- Shooting Range (ADA + wash station)

B. Enhanced Service Locations

- Windbag Marina:
  - 2 regular + 1 ADA units
  - Four-day-per-week service (Fri–Mon)

C. Pricing

Pricing is defined in Exhibit B and includes:

- Monthly rental rates for FY2026 and FY2027
- Special request daily rental rates
- Additional service-call rates
- Vault toilet pumping - Mickinnick Trailhead
- Hourly labor and equipment rates for on-call sewer/septic services

The contract price is a not-to-exceed amount of $90,000 for the entire term.

PROCUREMENT COMPLIANCE

- RFP issued: September 10, 2025
- RFP closed: September 25, 2025
- Proposals received: None
- KGT proposal received after deadline, accepted as allowed by State Procurement laws and City Policy

STAFF RECOMMENDATION:

Staff recommends approval of Agreement A26-5200-4 to KGT Septic for a not to exceed amount of $90,000 for uninterrupted portable toilet service at high-use City parks and facilities to meet the City's operational, health, safety, and regulatory needs.

ACTION:

Council to approve Agreement A26-5200-4 to KGT Septic for a not to exceed amount of $90,000 for uninterrupted portable toilet service at high-use City parks and facilities to meet the City's operational, health, safety, and regulatory needs.

WILL THERE BE ANY FINANCIAL IMPACT? Y HAS THIS ITEM BEEN BUDGETED? Y

This is a budgeted and ongoing operational cost across two fiscal years:

- FY2026 – costs allocated within Parks & Recreation and Public Facilities budgets
- FY2027 – budgeted in operational planning for that fiscal year

ATTACHMENTS:

Proposed Resolution

Agreement A26-5200-4 KGT Septic

Agreement A26-5200-4 KGT Septic Pricing Form

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AGREEMENT A26-5200-4 KGT INC FOR PORTABLE TOILET RENTAL AND SERVICE

WHEREAS: On September 10, 2025, the City issued a Request for Proposals (RFP) for portable toilet rental and service, reflecting a deadline of September 25, 2025, with no proposals received;

WHEREAS: Shortly after the closing date, KGT Septic, Inc., the City's incumbent service provider, submitted a proposal;

WHEREAS: Because the City received no other proposals, the late submission from KGT was accepted for consideration to ensure continuity of service and avoid operational disruptions at parks and public facilities;

WHEREAS: The resulting agreement spans two fiscal years, FY2026 and FY2027, and provides the full schedule of service locations, unit types, frequencies, cleaning requirements, and detailed pricing, reflecting a total not-to-exceed agreement amount of $90,000;

WHEREAS: Costs for FY2026 are allocated within the Parks & Recreation and Public Facilities budgets, and costs for FY2027 will be budgeted in operational planning for that fiscal year; and

WHEREAS: Staff recommends approval of this agreement to ensure uninterrupted portable toilet service at high-use City parks and facilities, with KGT Septic having performed these services reliably, meeting the City's operational, health, safety, and regulatory needs.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves the Agreement with KGT Septic, Inc., for Portable Toilet Rental and Service (City Agreement A26-5200-4), a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute this agreement.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

AGREEMENT FOR PORTABLE TOILET RENTAL AND SERVICE BETWEEN THE CITY OF SANDPOINT AND KGT SEPTIC, INC.

This Agreement is made and entered into this 1st day of January, 2026, by and between the City of Sandpoint, a public body corporate and politic (hereinafter the "CITY"), and KGT Septic, Inc., a State of Idaho Corporation, (hereinafter called the "CONTRACTOR"). The CITY and the CONTRACTOR are sometimes referred to herein as a "party" or "parties."

RECITALS

WHEREAS, the CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to provide portable toilet monthly rental and weekly service for CITY facility locations, as well as other vault toilet related services, as provided for in this Agreement; and

WHEREAS, the CITY and the CONTRACTOR have determined it is in their mutual interest to enter into this Agreement for the provision of such services within the CITY, subject to the terms and conditions provided herein.

NOW THEREFORE, the CITY and the CONTRACTOR, in consideration of the payments, covenants and conditions hereinafter set forth, hereby agree as follows:

1. DESCRIPTION OF SERVICES

1.1 The CONTRACTOR shall provide monthly portable toilet rental service and scheduled cleaning and sanitizing of toilets, as well as vault toilet service as described in Exhibit A, Scope of Work, and perform and complete all such services in a manner satisfactory to the CITY. Approval of the work performed by the CONTRACTOR shall be made by the City's Parks and Recreation Director/designee, who shall oversee this Agreement on behalf of CITY. All services required under this Agreement shall be performed by the CONTRACTOR, or under the CONTRACTOR'S direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and/or Local law to perform such services. The CONTRACTOR shall be solely responsible for the satisfactory work performance of all personnel engaged in performing services required by this Agreement, and for compliance with all reasonable performance standards established by the CITY.

1.2 The CONTRACTOR shall not accept any change to the scope, or change in provisions if this Agreement, unless issued in writing, as an amendment or change order by the CITY.

1.3 The CONTRACTOR agrees to possess a CITY Business License as required by Title 3 of City Code, prior to commencement of any services under the term of this Agreement and maintain such license throughout the term of the Agreement. The CONTRACTOR further agrees to keep and maintain any and all required local, state, and federal licenses and/or certifications to perform work and provide services as described within this Agreement. If requested, the CONTRACTOR shall provide written proof of such licenses and/or certifications to the CITY for all times when it is performing services under this Agreement.

2. SUPERVISION OF PERSONNEL AND SUBCONTRACTORS

2.1 The CONTRACTOR warrants that nothing contained in this Agreement shall be construed as creating an employment relationship between the CONTRACTOR, or any of its employees, agents or assigns and the CITY, it being understood by the parties that each employee, agent or assign of the CONTRACTOR providing services hereunder shall at all times relevant to this Agreement be and remain an employee, agent or assign of the CONTRACTOR, which shall be exclusively responsible for providing all compensation, benefits, payment of and reporting of all employment or income taxes, if any, insurance, discipline, supervision, and direction for each such individual during the full term of this Agreement.

2.2 The CONTRACTOR shall notify the CITY of any subcontractors required to perform the services of this Agreement, and the CITY shall have the right to approve or disapprove of any and all such subcontractors, in its sole discretion. If approved by the CITY, any subcontractor shall agree, in writing, to be bound by any and all terms and conditions of this Agreement to be performed by the CONTRACTOR, such writing to be provided to the CITY by the CONTRACTOR before performance of any services by the subcontractor. Failure to abide by this provision shall constitute a material breach of this Agreement by the CONTRACTOR.

3. INDEMNIFICATION

The CONTRACTOR shall indemnify and hold the CITY, its officials, officers, employees, agents and assigns, harmless from and/or against any and all claims, damages, and liabilities (including reasonable attorney's fees) that may be suffered or incurred or that arise as a result of and which are caused by the CONTRACTOR'S wrongful acts or omissions in the performance of its duties under this Agreement. This indemnification does not apply when such claims, damages, and liabilities are the result of negligent acts, errors, omissions or fault on the part of the CITY, its officials, officers, employees, agents or assigns. Nothing contained in this indemnification provision shall waive, in any manner, the limits of liability provided to the CITY specified in Idaho Code §6-901 through 6-929, known as the Idaho Tort Claims Act.

4. INSURANCE:

At all times material hereto, the CONTRACTOR shall keep and maintain a policy or policies of insurance covering losses resulting from general liability, personal injury and property loss, in amounts no less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate, for any losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall provide the CITY with proof of such insurance for the entire term of this Agreement. The CONTRACTOR shall also keep and maintain Commercial Pollution Liability insurance policy or policies in amounts no less than $1,000,000.00 per claim and $2,000,000.00 in the aggregate for any pollution/environmental losses sustained as a result of performance of its duties and responsibilities under this Agreement, naming the CITY as an additional insured on each such policy or policies of insurance. The CONTRACTOR shall also keep commercial automobile liability insurance for each of its employees, in the same amounts stated above, insuring against losses related to operation of its vehicles in performance of its duties under this Agreement, naming the CITY as an additional insured on each such policy or policies. All employees of the CONTRACTOR are deemed its employees only, and CONTRACTOR shall be responsible for carrying proper Workers' Compensation coverage on any such employees. Proof of automobile insurance coverage and Workers' Compensation coverage shall also be provided to the CITY for the entire term of this Agreement.

5. PROJECT APPROVAL AND DOCUMENTATION

5.1 All services performed by the CONTRACTOR shall be reviewed and approved by the City's Parks and Recreation Director/designee to determine acceptable completion.

5.2 All equipment, materials, parts, and other components incorporated in the work or services performed pursuant to this Agreement shall be of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.

6. PRICE AND PAYMENT

6.1 The CITY shall pay the CONTRACTOR a not to exceed Agreement Price of **$90,000 (Ninety Thousand Dollars)** for the completion of all services described within this Agreement and as outlined in Exhibit B, Fee Schedule attached hereto.

6.2 The CONTRACTOR shall submit an itemized monthly invoice with each rental and service location to include park site name, address, and toilet unit details, as well as dates of service which shall be paid no

sooner than thirty (30) after receipt of correct invoice by the CITY. Please email invoices to ap@sandpointidaho.gov.

7. TERM

This Agreement shall commence on January 01, 2026 and shall terminate on September 30, 2027.

8. TERMINATION

8.1 The CITY or CONTRACTOR may terminate this Agreement for its sole convenience with thirty (30) days' written notice. Upon termination, the CONTRACTOR, and any subcontractors, shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials, which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2 Should the CITY determine that the CONTRACTOR has failed to supply an adequate work force, to provide services of satisfactory quality, or has failed in any other respect to perform the services or any of its obligations under this Agreement, then the CITY shall give written notice to CONTRACTOR, specifying all such defaults, to be remedied within ten (10) days from the date of such notice. If, after ten (10) days, the CONTRACTOR has failed to implement appropriate corrective measures, the CITY may elect to terminate this Agreement.

8.2.1 In the event the CITY terminates this Agreement as provided for in this Section 8.2, the CONTRACTOR and any subcontractors shall immediately cease any and all work and surrender to the CITY any and all finished or unfinished documents, processes, programs, and any other supplies or materials within fifteen (15) working days after notice of termination which shall immediately become the property of the CITY. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive an amount equal to the value of the work completed as of the termination date, as agreed upon and negotiated by both parties but in no event shall the amount payable upon termination exceed the total maximum compensation provided for in this Agreement.

8.2.2 In the event the CITY terminates this Agreement as provided for in Section 8.2, it may seek any other remedies available to it in law or equity arising out of the CONTRACTOR'S failure to fully perform all of its obligations hereunder.

9. COMPLIANCE WITH LAW/VENUE

The CONTRACTOR shall comply with all federal, state, and local laws governing performance of its obligations under this Agreement. The jurisdiction/venue for any action arising out of performance of this Agreement, or interpretation of its terms and conditions, shall be in the District Court in the First Judicial District of the State of Idaho, Bonner County.

10. NON DISCRIMINATION

10.1 The CITY, in accordance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d to 2000d-4), and associated regulations, as well as Sandpoint City Code, hereby notifies the CONTRACTOR and any subcontractor that it shall not discriminate against any applicant or employee on the grounds of race, color, national origin, or sex, sexual orientation, or gender identity/expression.

10.2 The CONTRACTOR and any subcontractors shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation, gender identity/expression, age or national origin.

11. SUPERSEDING AGREEMENT AND SEVERABILITY

This Agreement supersedes and replaces any pre-existing written or verbal agreements between these parties. If any provision of this Agreement is held to be unenforceable, such provision shall be excluded without affecting the remaining terms and provisions contained herein.

12. ATTORNEY FEES

Reasonable attorney fees and costs shall be awarded to the prevailing party in any action to enforce or interpret this Agreement, or to declare a termination or forfeiture thereof.

13. MISCELLANEOUS PROVISION

This is to certify that CONTRACTOR and its agents is not owned or operated by the government of China, nor will it be owned or operated by the government of China during the duration of any and all contracts entered into.

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

CITY OF SANDPOINT	**KGT SEPTIC, INC**
1123 Lake Street **Sandpoint, Idaho 83864**	**172 Sunrise Road** **Bonners Ferry, Idaho 83805**
	Ketta A. Everhart Ketta A. Everhart (Dec 2, 2025 10:15:03 PST)
Date	12/02/2025 Date

EXHIBIT A
SCOPE OF WORK

CONTRACTOR shall provide the following services under this Agreement:

A. Portable Toilet Monthly Rental and Two Days per Week Service:

Services include monthly rental of portable toilets, twice weekly cleaning to take place Monday and Friday (holidays included, as applicable), and sanitization and pumping/removing waste from rented portable toilets at City facility locations as listed below:

1. Year-Round (12-month) portable toilet rental and service locations and unit type:
    a. Pine Street Park – one ADA portable toilet unit
    b. Lakeview Park – one ADA portable toilet unit
    c. Sand Creek WTP – one regular portable toilet unit

2. Non year round portable toilet rental and service locations and number of months and unit type:
    a. City Beach:
        i. One regular portable toilet unit – 7 months (Oct 01 – April 30)
        ii. One ADA portable toilet unit – 7 months (Oct 01 – April 30)

    b. Centennial Park – One Regular portable toilet unit – 6 months (May 01 – Oct 31)

    c. Great Northern Park:
        i. Two (2) regular portable toilet units – 7 months (April 01 – Oct 31)
        ii. One ADA portable toilet unit – 7 months (April 01 – Oct 31)

    d. Pine Street Park – One regular portable toilet unit – 7 months (April 01 – Oct 31)

    e. 9th Grade Center – One ADA portable toilet unit – 7 months (April 01 – Oct 31)

    f. Hickory Park:

        i. One ADA portable toilet unit – 7 months (April 01 – Oct 31)

    g. Shooting Range:
        i. One ADA portable toilet unit – 8 months (April 01 – Nov 30)
        ii. One wash station unit – 8 months (April 01 - Nov 30)

Services includes monthly rental of portable toilets, four days per week cleanings occurring Friday, Saturday, Sunday, and Monday each week; sanitization; and pumping/removing waste from rented portable toilets at the following City facility:

a. Windbag Marina:
    i. Two (2) regular portable toilet units – 6 months (June 01 – Oct 31)
    ii. One (1) ADA portable toilet unit – 6 months (June 01 – Oct 31)

Summary of all units referenced above:

Eleven (8) regular portable toilet units at varying lengths of monthly rental and service

Ten (8) ADA portable toilet units at varying lengths of monthly rental and service

One (1) wash station

All portable toilets at all locations listed above will be serviced once per day, two (2) times per week, Monday and Friday, with the exception of the one location, Windbag Marina, to be serviced 4 days per week (Friday, Saturday, Sunday, and Monday) - holidays included as applicable. Supplies (toilet paper, toilet chemical, paper towels, soap, etc.) for the portable toilets and wash station shall be supplied and kept fully stocked by Contractor on each day of service.

Contractor shall deliver portable toilet unit(s) to locations as specified above. Each portable toilet and wash station must be delivered in a clean, properly functioning, and useable condition.

Contractor will ensure that each portable toilet and wash station is removed promptly at the end of the rental period as indicated above. The City will incur no additional charges after date notated for rental period.

Contractor shall be responsible for all theft, destruction, and/or vandalism of all portable toilets and wash stations.

Contractor shall follow all applicable local, state, and federal laws and regulations for the proper removal and disposal of contents of holding tanks and chemical toilets as well as carry and maintain all required licenses and/or permits for providing services as described within this Agreement.

The City may add, modify, or delete locations for service as deemed necessary. City makes no guarantee entire agreement amount will be expended during the term of this Agreement.

Total not to exceed Agreement price is $90,000.

EXHIBIT B
PRICING FORM

Fiscal Year 25 - January 02, 2026 - September 30, 2026 Pricing

	Portable Toilet Monthy Rental and Two Days per Week Service :	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1	$ 300.00	1	$ 326.00	0	$ -	$ 626.00
	Centennial Park	Per Month per Unit	1	$ 291.00	0	$ -	0	$ -	$ 291.00
	Great Northern Park	Per Month per Unit	2	$ 581.00	1	$ 316.00	0	$ -	$ 897.00
	Pine Street Park	Per Month per Unit	1	$ 291.00	1	$ 316.00	0	$ -	$ 607.00
	9th Grade Center	Per Month per Unit	0	$ -	1	$ 316.00	0	$ -	$ 316.00
	Hickory Park	Per Month per Unit	0	$ -	1	$ 316.00	0	$ -	$ 316.00
	Lakeview Park	Per Month per Unit	0	$ -	1	$ 326.00	0	$ -	$ 326.00
	Shooting Range	Per Month per Unit	0	$ -	1	$ 316.00	1	$ 267.00	$ 583.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	$ 132.00	0	$ -	0	$ -	$ 132.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	$ 1,255.00	1	$ 653.00	0	$ -	$ 1,908.00
		TOTAL MONTHLY AMOUNT							$ 6,002.00
									DAILY RENTAL RATE:
3	Special Requested Regular Portable Toilet Rental Rate, including daily service, including weekends								$ 194.00
4	Special Requested ADA Portable Toilet Rental Rate, including daily service, including weekends								$ 205.00
5	Additional portable toilet service requests - Regular Portable Toilet								$ 113.00
6	Additional portable toilet service requests - ADA Portable Toilet								$ 113.00
	MISCELLANEOUS SERVICES								FEE
7	Annual Mickinnick Trailhead Vault Toilet Pumping - up to 1,500 gallons	Per Service							$ 550.00
8	Mickinnick Trailhead Vault Toilet Pumping trash picking, if applicable	Fee per bag							$ 45.00
									EQUIPMENT TYPE
9	As Needed/On-Call Sewer and Septic Services	Labor Rate Per Hour							$ 110.00
10	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 300.00 Septic Pumper
11	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 190.00 Drain Cleaning Box t
12	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 250.00 Jetter trailer
13	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 250.00 Vac trailer
14	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 160.00 Small mini excavator
15	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 180.00 Large excavator
16	As Needed/On-Call Sewer and Septic Services								$ 110.00 Labor hourly rate
17	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 150.00 Dump truck
18	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 180.00 Loader

Fiscal Year 26 - October 01, 2026 - September 30, 2027 Pricing

	Portable Toilet Monthy Rental and Two Days per Week Service :	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1	$ 324.00	1	$ 350.00	0		$ 674.00
	Centennial Park	Per Month per Unit	1	$ 314.00	0		0		$ 314.00
	Great Northern Park	Per Month per Unit	2	$ 627.00	1	$ 341.00	0		$ 968.00
	Pine Street Park	Per Month per Unit	1	$ 314.00	1	$ 341.00	0		$ 655.00
	9th Grade Center	Per Month per Unit	0	$ -	1	$ 341.00	0		$ 341.00
	Hickory Park	Per Month per Unit	0	$ -	1	$ 341.00	0		$ 341.00
	Lakeview Park	Per Month per Unit	0		1	$ 350.00	0		$ 350.00
	Shooting Range	Per Month per Unit	0		1	$ 341.00	1	$ 288.00	$ 629.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	$ 142.00	0		0	$	$ 142.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	$ 1,355.00	1	$ 705.00	0		$ 2,060.00
		TOTAL MONTHLY AMOUNT							$ 6,474.00
									DAILY RENTAL RATE:
3	Special Requested Regular Portable Toilet Rental Rate, including daily service, including weekends								$ 209.00
4	Special Requested ADA Portable Toilet Rental Rate, including daily service, including weekends								$ 221.00
5	Additional portable toilet service requests - Regular Portable Toilet								$ 122.00
6	Additional portable toilet service requests - ADA Portable Toilet								$ 122.00
	MISCELLANEOUS SERVICES								FEE
7	Annual Mickinnick Trailhead Vault Toilet Pumping - up to 1,500 gallons	Per Service							$ 550.00
8	Mickinnick Trailhead Vault Toilet Pumping trash picking, if applicable	Fee per bag							$ 45.00
									Equipment Type
9	As Needed/On-Call Sewer and Septic Services	Labor Rate Per Hour							$ 110.00
10	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 300.00 Septic Pumper
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16	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 110.00 Labor hourly rate
17	As Needed/On-Call Sewer and Septic Services								$ 150.00 Dump truck
18	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							$ 180.00 Loader
19	As Needed/On-Call Sewer and Septic Services	Equipment per Hour - specify equipment							

A26-5200-4 KGT SEPTIC INC PORTABLE TOILET RENTAL AND SERVICE AGREEMENT

Final Audit Report 2025-12-02

Created:	2025-12-02
By:	Heather Faircloth (hfaircloth@sandpointidaho.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-rVPWl0HdpWzAbfjkaN7aYVD1mXv0RDX

"A26-5200-4 KGT SEPTIC INC PORTABLE TOILET RENTAL AND SERVICE AGREEMENT" History

Document created by Heather Faircloth (hfaircloth@sandpointidaho.gov)
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Document emailed to ketta@kgtseptic.com for signature
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Email viewed by ketta@kgtseptic.com
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Signer ketta@kgtseptic.com entered name at signing as Ketta A. Everhart
2025-12-02 - 11:15:01 PM GMT

Document e-signed by Ketta A. Everhart (ketta@kgtseptic.com)
Signature Date: 2025-12-02 - 11:15:03 PM GMT - Time Source: server

Agreement completed.
2025-12-02 - 11:15:03 PM GMT

EXHIBIT B
PRICING FORM

Fiscal Year 25 - January 02, 2026 - September 30, 2026 Pricing

1	Portable Toilet Monthy Rental and Two Days per Week Service :	Unit of Measure	Regular Portable Toilet Number of Units	Regular Portable Toilet Monthly Amount	ADA Portable Toilet Number of Units	ADA Portable Toilet Monthly Amount	Wash Station Number of Units	Wash Station Monthly Amount	MONTHLY TOTAL
	City Beach	Per Month per Unit	1	$ 300.00	1	$ 326.00	0	$ -	$ 626.00
	Centennial Park	Per Month per Unit	1	$ 291.00	0	$ -	0	$ -	$ 291.00
	Great Northern Park	Per Month per Unit	2	$ 581.00	1	$ 316.00	0	$ -	$ 897.00
	Pine Street Park	Per Month per Unit	1	$ 291.00	1	$ 316.00	0	$ -	$ 607.00
	9th Grade Center	Per Month per Unit	0	$ -	1	$ 316.00	0	$ -	$ 316.00
	Hickory Park	Per Month per Unit	0	$ -	1	$ 316.00	0	$ -	$ 316.00
	Lakeview Park	Per Month per Unit	0	$ -	1	$ 326.00	0	$ -	$ 326.00
	Shooting Range	Per Month per Unit	0	$ -	1	$ 316.00	1	$ 267.00	$ 583.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	$ 132.00	0	$ -	0	$ -	$ 132.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	$ 1,255.00	1	$ 653.00	0	$ -	$ 1,908.00
		TOTAL MONTHLY AMOUNT							$ 6,002.00
									DAILY RENTAL RATE:
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4	**Special Requested ADA Portable Toilet Rental Rate, including daily service, including weekends**								$ 205.00
5	**Additional portable toilet service requests - Regular Portable Toilet**								$ 113.00
6	**Additional portable toilet service requests - ADA Portable Toilet**								$ 113.00
	MISCELLANEOUS SERVICES								**FEE**
7	**Annual Mickinnick Trailhead Vault Toilet Pumping - up to 1,500 gallons**	Per Service							$ 550.00
8	**Mickinnick Trailhead Vault Toilet Pumping trash picking, if applicable**	Fee per bag							$ 45.00
9	**As Needed/On-Call Sewer and Septic Services**	Labor Rate Per Hour							$ 110.00

10	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 300.00
11	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 190.00
12	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 250.00
13	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 250.00
14	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 160.00
15	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 180.00
16	**As Needed/On-Call Sewer and Septic Services**								$ 110.00
17	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 150.00
18	**As Needed/On-Call Sewer and Septic Services**	Equipment per Hour - specify equipment							$ 180.00

Fiscal Year 26 - October 01, 2026 - September 30, 2027 Pricing

1	**Portable Toilet Monthy Rental and Two Days per Week Service :**	**Unit of Measure**	**Regular Portable Toilet Number of Units**	**Regular Portable Toilet Monthly Amount**	**ADA Portable Toilet Number of Units**	**ADA Portable Toilet Monthly Amount**	**Wash Station Number of Units**	**Wash Station Monthly Amount**	**MONTHLY TOTAL**
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	Centennial Park	Per Month per Unit	1	$ 314.00	0		0		$ 314.00
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	Pine Street Park	Per Month per Unit	1	$ 314.00	1	$ 341.00	0		$ 655.00
	9th Grade Center	Per Month per Unit	0	$ -	1	$ 341.00	0		$ 341.00
	Hickory Park	Per Month per Unit	0	$ -	1	$ 341.00	0		$ 341.00
	Lakeview Park	Per Month per Unit	0		1	$ 350.00	0		$ 350.00
	Shooting Range	Per Month per Unit	0		1	$ 341.00	1	$ 288.00	$ 629.00
	Sand Creek Water Treatment Plant - 1 day per week service	Per Month per Unit	1	$ 142.00	0		0	$	$ 142.00
2	Windbag Marina - 7 days per week service	Per Month per Unit	2	$ 1,355.00	1	$ 705.00	0		$ 2,060.00

		TOTAL MONTHLY AMOUNT							$ 6,474.00
									DAILY RENTAL RATE:
3	**Special Requested Regular Portable Toilet Rental Rate, including daily service, including weekends**								$ 209.00
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5	**Additional portable toilet service requests - Regular Portable Toilet**								$ 122.00
6	**Additional portable toilet service requests - ADA Portable Toilet**								$ 122.00

AGENDA REPORT

City Council Meeting

TODAY'S DATE: 12-04-2025

MEETING DATE: 12-17-2025

TO: Mayor and City Council

FROM: Police Chief Corey Coon

SUBJECT: Approve Purchase Order 26-1701 to Motorola Solutions

DESCRIPTION/BACKGROUND:

Our current portable radios, the Motorola XTS 3000, have reached the end of their life cycle, and our WatchGuard body-worn cameras are in a similar situation. The Motorola XTS 3000 was produced in the mid-1990s to early 2000s, making these radios approximately 25 years old. While the WatchGuard body-worn cameras are not as old, they are no longer supported by the manufacturer, which means that necessary repairs or replacement parts are unavailable. Given that both of these critical pieces of law enforcement equipment are beginning to fail, securing funding to replace the portable radios and body-worn cameras in this budget year was essential. We successfully accomplished this within our budget by forgoing the purchase and outfitting of two new patrol vehicles.


Watchguard body-worn camera


Motorola xts300 with headset and charger

To accommodate this purchase and the video storage needs, the City is also increasing its internet bandwidth at City Hall and transition to cloud storage rather then having on premise servers that are currently failing and would require replacement. This migration to cloud storage, which has an initial cost savings and will incur software licensing fees annually, which will be included in future budgets presented for approval beginning in FY 27.

STAFF RECOMMENDATION:

Staff recommend City Council approve Purchase Order 26-1701 to Motorola Solutions for the purchase of Motorola N70 portable radios and Motorola SVX body camera and microphone sold as a packaged deal for $144,026.21.





Motorola N70 portable radios



Motorola SVX body camera and microphone

ACTION: Motion to approve Purchase Order 26-1701 to Motorola Solutions for the purchase of Motorola SVX body camera and microphone and the Motorola N70 portable radios sold as a packaged deal for $144,026.21.

WILL THERE BE ANY FINANCIAL IMPACT? Yes

The funds for the purchase of new body-worn cameras and portable radios were approved as part of the City Council adopted FY 26 budget.

HAS THIS ITEM BEEN BUDGETED? Yes,

ATTACHMENTS:

Proposed Resolution

Purchase Order No 26-1701 – Motorola Solutions

Motorola Solutions Quote

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1701 TO MOTOROLA SOLUTIONS FOR MOTOROLA SVX BODY CAMERA AND MICROPHONE AND MOTOROLA N70 PORTABLE RADIOS

WHEREAS: City staff recommend the purchase of Motorola SVX body camera and microphone and the Motorola N70 portable radios sold as a "package deal" to replace the Motorola XTS 300 radios and WatchGuard body-worn cameras currently utilized by the Sandpoint Police Department;

WHEREAS: The Motorola XTS 300 was produced from the mid-1990s to early 2000s, making the radios approximately 25 years old;

WHEREAS: The WatchGuard body-worn cameras are no longer supported by the manufacturer, which means that necessary repairs or replacement parts are unavailable;

WHEREAS: Funding for this purchase has been secured by forgoing the purchase and outfitting of two new patrol vehicles; and

WHEREAS: To accommodate this purchase and video storage needs, the City is also increasing internet bandwidth at City Hall and transitioning to cloud storage rather than having on-premise servers that are currently failing and would require replacement.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1701 to Motorola Solutions, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
11/24/2025	**26-1701**

SUPPLIER:

VENDOR: 001539

MOTOROLA SOLUTIONS INC
13108 COLLECTIONS CTR WATCHGUARD
CHICAGO, IL 60693
PH: (800) 860-8026 FX: (631) 883-4238

SHIP TO:

CITY OF SANDPOINT
POLICE DEPARTMENT
1123 LAKE ST
SANDPOINT, ID 83864-1714

Description: MOTOROLA N70 RADIO W/BODY CAMERAS

Internal Use Only: MOTOROLA'S DISCOUNTS TOTAL $62,000
QUOTES FOR N70 RADIOS WITH BODY CAMERA'S WERE REQUESTED FROM TWO OTHER COMPANIES AND NEITHER COMPANY RESPONDED.
TO COMPARE COSTS OF JUST RADIOS VS RADIOS THAT HAVE CAMERA'S AS WELL WE REQUESTED UPDATED QUOTES FOR JUST RADIOS FROM TWO VENDORS. WE RECEIVED ONE UPDATED QUOTE. 2024 AND 2025 JUST RADIO QUOTES WERE ATTACHED FOR PARTIAL COMPARISON.

Item No.	QTY	Unit	Description	Unit Price	Amount
APX N70 VHF MODEL 4.5 PORTABLE	23.00	Units	APX N70 VHF MODEL 4.5 PORTABLE 01-2100-4610-4615-21099218	3,731.45 85,823.35	
ENH: SUBMERSIBLE	23.00	Units	ENH: SUBMERSIBLE 01-2100-4610-4615-21099218	129.21 2,971.83	
ADD: WIFI CAPABILITY	23.00	Units	ADD: WIFI CAPABILITY 01-2100-4610-4615-21099218	257.69 5,926.87	
ADD: CONVENTIONAL OPERATION	23.00	Units	ADD: CONVENTIONAL OPERATION 01-2100-4610-4615-21099218	429.97 9,889.31	

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
11/24/2025	26-1701

ADD: ASTRO DIGITAL CAI OPERATION	23.00	Units	ADD: ASTRO DIGITAL CAI OPERATION 01-2100-4610-4615-21099218	413.91 9,519.93	
SVX VIDEO REPORT SPEAKER MIC W/MOUNT	23.00	Units	SVX VIDEO REPORT SPEAKER MIC W/MOUNT 01-2100-4610-4615-21099218	585.00 13,455.00	
SVX CHARGE AND UPLOAD SMARTDOCK, 10SLOT	1.00	Units	SVX CHARGE AND UPLOAD SMARTDOCK, 10SLOT 01-2100-4610-4615-21099218	1,199.20 1,199.20	
BATTERY PACK, BATT LIION	23.00	Units	BATTERY PACK, BATT LIION 01-2100-4610-4615-21099218	79.20 1,821.60	
SVX RECEIVE ONLY EARPIECE W/TRAN TUBE	23.00	Units	SVX RECEIVE ONLY EARPIECE W/TRAN TUBE 01-2100-4610-4615-21099218	51.10 1,175.30	
APX N70 DMS ESSENTIAL	23.00	Units	APX N70 DMS ESSENTIAL 01-2100-4610-4615-21099218	205.92 4,736.16	
PORTABLE RADIO BATTERY IMPRES 2	23.00	Units	PORTABLE RADIO BATTERY IMPRES 2	164.62	

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
11/24/2025	**26-1701**

			01-2100-4610-4615-21099218	3,786.26	
CHARGER, DESKTOP SINGLE UNIT IMPRESS	23.00	Units	CHARGER, DESKTOP SINGLE UNIT IMPRESS 01-2100-4610-4615-21099218	161.80 3,721.40	

Total: $144,026.2

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 11/25/2025

Authorized Signature







SANDPOINT POLICE DEPT

N70 - SVX

11/07/2025

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE 3330859

11/07/2025

SANDPOINT POLICE DEPT
1123 LAKE ST
SANDPOINT, ID 83864

RE: Motorola Quote for N70 - SVX

Dear Steven Chamberlain,

Motorola Solutions is pleased to present SANDPOINT POLICE DEPT with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide SANDPOINT POLICE DEPT with the best products and services available in the communications industry. Please direct any questions to Mishelle Buries at mburies@daywireless.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Mishelle Buries
Motorola Government Sales Representative

Motorola Solutions Manufacturer's Representative

MOTOROLA SOLUTIONS

QUOTE-3330859
N70 - SVX

Billing Address:
SANDPOINT POLICE DEPT
1123 LAKE ST
SANDPOINT, ID 83864
US

Quote Date:11/07/2025
Expiration Date:12/20/2025
Quote Created By:
Mishelle Buries
Motorola Government Sales Representative
mburies@daywireless.com
5097272761

End Customer:
SANDPOINT POLICE DEPT
Steven Chamberlain
schamberlain@sandpointpd.com
208 265-1482

Contract: 19860 - NASPO 00318 AGREEMENT: WG AGREEMENT&STATE OF WASHINGTON&SVX PROMO

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
	APX™ N70	APX N70					
1	H35KET9PW8AN	APX N70 VHF MODEL 4.5 PORTABLE	23		$5,365.00	$3,731.45	$85,823.35
1a	QA09016AA	ADD: LTE FOR VERIZON LTE SERVICE*	23		$0.00	$0.00	$0.00
1b	H499KC	ENH: SUBMERSIBLE (DELTA T)	23		$177.00	$129.21	$2,971.83
1c	QA08853AA	ADD: CPS ENABLEMENT*	23		$0.00	$0.00	$0.00
1d	QA09001AM	ADD: WIFI CAPABILITY	23		$353.00	$257.69	$5,926.87
1e	QA09028AA	ADD: VIQI VC RADIO OPERATION	23		$0.00	$0.00	$0.00
1f	Q667BB	ADD: ADP ONLY (NON-P25 CAP COMPLIANT) (US ONLY)	23		$0.00	$0.00	$0.00
1g	H35DD	ADD: CONVENTIONAL OPERATION	23		$589.00	$429.97	$9,889.31

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MOTOROLA SOLUTIONS

QUOTE-3330859
N70 - SVX

Line #	Item Number	Description	Qty	Term	List Price	Sale Price	Ext. Sale Price
1h	Q806CH	ADD: ASTRO DIGITAL CAI OPERATION	23		$607.00	$413.91	$9,519.93
1i	QA09113AA	ADD: BASELINE RELEASE SW	23		$0.00	$0.00	$0.00
2	PMMN8204A	SVX VIDEO REMOTE SPEAKER MIC WITH MOLLE MOUNT	23		$999.00	$585.00	$13,455.00
3	PMPN5022A	SVX CHARGE AND UPLOAD SMARTDOCK, 10 SLOT, US/NA	1		$1,499.00	$1,199.20	$1,199.20
4	PMNN4893A	BATTERY PACK,BATT LIION IP68 4300T	23		$99.00	$79.20	$1,821.60
5	PMLN8708A	SVX RECEIVE ONLY EARPIECE W/TRAN TUBE, EXTRA LOUD, 3.5MM JACK, IP54	23		$70.00	$51.10	$1,175.30
6	SSV00S05156A	COMMANDCENTRAL DEMS SERVICE - DEVICE MANAGEMENT ONLY*	23	5 YEARS	$0.00	$0.00	$0.00
7	PSV00S05316A	SMART DOCK CONFIGURATION SERVICE	1		$0.00	$0.00	$0.00
8	LSV01S03060A	APX N70 DMS ESSENTIAL	23	3 YEARS	$205.92	$205.92	$4,736.16
9	PMNN4816A	PORTABLE RADIO BATTERY IMPRES 2 LI-ION IP68 3200T	23		$225.50	$164.62	$3,786.26
10	PSV01S03059A	APX NEXT PROVISIONING WITH CPS*	1		$0.00	$0.00	$0.00
11	PMPN4604A	CHARGER, DESKTOP SINGLE UNIT IMPRES 2 FAST, US/NA	23		$221.64	$161.80	$3,721.40

Grand Total $144,026.21(USD)

Notes:

- The Pricing Summary is a breakdown of costs and does not reflect the frequency at which you will be invoiced.

- Additional information is required for one or more items on the quote for an order.

Motorola's quote (Quote Number: _____ Dated: _____) is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then the following Motorola's Standard Terms of use and Purchase Terms and Conditions govern the purchase of the Products which is found at http://www.motorolasolutions.com/product-terms.

The Parties hereby enter into this Agreement as of the Effective Date.

Motorola Solutions, Inc.	Customer
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

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Line #	Item Number	Parametric Data
10	PSV01S03059A	Incomplete
1a	QA09016AA	Incomplete
1c	QA08853AA	Incomplete
6	SSV00S05156A	Incomplete

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Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

APX N70 Portable Radio Solution Description

Overiview



The APX N70 offers affordable, next generation communications for without compromising P25 interoperability or voice and data quality. It offers a durable design with “pick-up-and-go” functionality, optimizing ease-of-use and focused communications in almost all environments.

Durable and Easy To Use

The APX N70 enhances operations with a full color transflective glass display with touch technology for easy operation with gloves on. The touchscreen includes a high velocity user interface with large touch targets, shallow menu hierarchy, home screen information at a glance, and access to integrated apps. Additionally, the N70 offers extended battery life, a shorter antenna, and Bluetooth compatibility with audio accessories, promoting efficient communications between first responders.

ESSENTIAL AND SECURE P25 COMMUNICATIONS

The APX N70 is certified compliant with P25 standards and supports digital and analog trunking, FDMA and TDMA, and Integrated Voice and Data. P25 communications over the N70 are safe and secure–it offers software and hardware encryption, single- and multi key encryption, and P25 Authentication, protecting communications during daily operations.

Reliable Connectivity

Using the APX N70 lets first responders stay connected across disparate networks. It can be equipped with LTE, Wi-Fi®, Bluetooth®, and GPS features, bringing future-ready applications, services, and best-in-class connectivity to everyday users. APX N70 radios support 7/800 MHz frequency bands across radio systems with minimal intervention by the radio user.

Managing and Provisioning Devices

APN N70 provides users greater awareness and faster radio management through Customer Programming Software (“CPS”), Radio Management (“RM”), or the Radio Central programming. These tools transform accurate data into smarter action by enabling dispatchers and network managers to keep radios in the field, make informed operational decisions, and, above all, protect first responders' focus and safety.

Customer Programming Service

CPS is a proprietary, Windows-based application used to configure APX subscriber radios in offline situations. The CPS application offers drag-and-drop, clone-wizard, and basic import/export functions that allow for the addition of new

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software and feature enhancements. APX N radios can be programmed one-at-a-time on a local PC, *via* secure USB port connection, with TLS-PSK based encryption. Once loaded, subscriber radios are read, and edited, and copdeplugs and templates can be saved and duplicated to program other fleet radios.

Radio Management

Batch Programming is available through the RM software for simultaneous programming and upgrading throughout the radio fleet. With Batch Programming, up to 16 radios can be programmed at once over a Wi-Fi connection. This reduces programming time and ensures that the radio fleet is always up-to-date and ready-to-use in the field.

Device Management Services

Device Management Services (“DMS”) packages provide programming, management, and maintenance services to maximize the effectiveness of this APX N70 solution, while reducing maintenance risk, workload, and total cost of ownership. DMS tackles a range of customer needs, whether the solution is self-maintained or managed by Motorola Solutions.

Using Motorola Solutions’ cloud-based Radio Central Programming, APX N70 supports faster provisioning and deployment to get devices in the hands of first responders and out into the field. Parameters such as talk groups, interface options, and security keys can be programmed remotely within minutes. The DMS package provides access to batch programming with Radio Central Programming or one-at-a-time basic programming with Customer Programming Service, described below.

Radio Central

Radio Central Programming streamlines the APX N70 out-of-the-box experience with a few simple steps. Users will power on the device and view a boot-up animation. Status bar icons on the front display indicate when a connection is made and an update download is initiated. If the APN N70 device is being started for the first time, a “peek-in” device management notification will indicate that the default configuration is detected. When the update download is complete, the device reboots and installs the update. When the install is complete, the device goes back to the full home screen and notifies the user that the update is complete. From power on to provisioning, the process takes less than a minute. For Encryption and Authentication users, a KVL needs to be connected to the radio to use those services.

APX N70 also features Touchless Key Provisioning (“TKP”), leveraging Radio Central and Key Management Facility to add encryption keys remotely. This streamlined, one-time process reduces the time and effort spent enabling encryption. TKP delivers the initial encryption keys to APN N70 radios. Users can provision encryption on one radio or on batches of radios, further speeding up the encryption process for radio fleets.

The figure below illustrates APX N70’s faster provisioning process.

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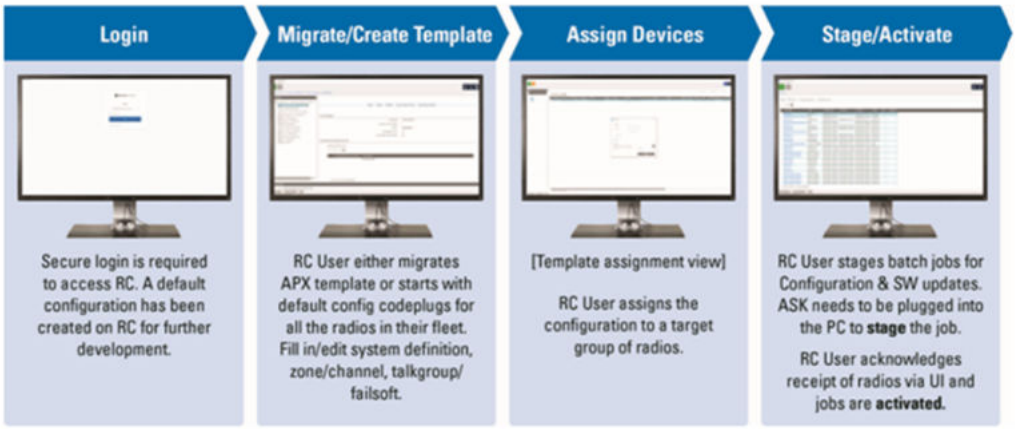


Figure 1: APX N70 Provisioning via Radio Central

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APX N-Series Device Management Services - Essential Statement Of Work

Overview

Device Management Servces (“DMS”) efficiently maintains the Customer’s device fleet while helping to keep devices up-to-date and fully operational in the field.

DMS Essential services provide basic hardware and software support.

This Statement of Work (“SOW”), including all of its subsections and attachments is an integral part of the applicable agreement (“Agreement”) between Motorola Solutions, Inc. (“Motorola Solutions”) and Customer (“Customer”).

In the event of a conflict between the terms and conditions of the Agreement and the terms and conditions of this SOW, this SOW will control as to the inconsistency only. The SOW applies to the device specifically named in the Agreement.

HardwareRepair

Hardware Repair provides repair coverage for internal and external device components that do not work in accordance with published specifications. Repair services are performed at a Motorola Solutions-operated or supervised facility. The device will be repaired to bring it to compliance with its specifications, as published by Motorola Solutions at the time of delivery of the original device.

For malfunctioning devices that must be replaced, Motorola Solutions will attempt to read the codeplugs from those devices. If successful, Motorola Solutions will load the codeplug to any replacement devices. If not, Motorola Solutions will load a factory codeplug, and the Customer will need to load the previous codeplug.

Motorola Solutions will load factory available firmware to any replacement devices, which may not match the Customer’s firmware version.

Motorola Solutions Responsibilities

- Repair or replace malfunctioning device, as determined by Motorola Solutions.
- Complete repair or replacement with a turnaround time of five business days in-house, provided the device is delivered to the repair center by 9:00 a.m. (local repair center time). Turnaround time represents thetime a product spends in the repair process, and does not include time in transit to and from the Customer’s site. Business days do not include US holidays or weekends.
- If applicable, apply periodically-released device updates, in accordance with an Engineering Change Notice.
- Provide two-way air shipping when a supported Motorola Solutions electronic system, such as MyView Portal, is used to initiate a repair. A shipping label will be generated via the electronic system.

Customer Responsibilities

- For non-contiguous renewals, Customer must provide a complete list, preferably in electronic format, of all hardware serial numbers to be covered under the Agreement to Motorola Solutions.
- Initiate device repairs, as needed.
    - When initiating a repair via a supported Motorola Solutions electronic system, label each package correctly with the shipping label and Return Material Authorization (“RMA”) number generated by the electronic system.
    - When initiating a repair via paper Return Material Form (“RMF”), the RMF must be completed for each device, included in the package with the device, and shipped to the Motorola Solutions depot specified on the RMF.

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- Remove any data or other information from the device that the Customer wishes to destroy or retain prior to sending the device for repair.
- If a malfunctioning device must be replaced and the Customer has loaded information for that device to Motorola Solutions' cloud environment, the Customer will need to remove the information for the malfunctioning device and add information for the replacement device to the applicable cloud environment.

Limitations And Exclusions

The Customer will incur additional charges at the prevailing rates for any activities that are not included or are specifically excluded from this service scope, as described below. Motorola Solutions will notify the Customer and provide a quotation of any incremental charges related to such exclusions prior to completing the repair and said repair will be subject to Customer's acceptance of the quotation.

- Replacement of consumable parts or accessories, as defined by product, including but not limited to batteries, cables, and carrying cases.
- Repair of problems caused by:
  - Natural or manmade disasters, including but not limited to internal or external damage resulting from fire, theft, and floods.
  - Third-party software, accessories, or peripherals not approved in writing by Motorola Solutions for use with the device.
  - Using the device outside of the product's operational and environmental specifications, including improper handling, carelessness, or reckless use.
  - Unauthorized alterations or attempted repair, or repair by a third party.
- Non-remedial work, including but not limited to administration and operator procedures, reprogramming, and operator or user training.
- Problem determination and/or work performed to repair or resolve issues with non-covered products. For example, any hardware or software products not specifically listed on the service order form are excluded from service.
- File backup or restoration.
- Completion and test of incomplete application programming or system integration if not performed by Motorola Solutions and specifically listed as covered.
- Accidental damage, chemical or liquid damage, or other damage caused outside of normal device operating specifications, except if optional Accidental Damage Coverage was purchased.
- Cosmetic imperfections that do not affect the functionality of the device.
- Software support for unauthorized modifications or other misuse of the device software is not covered.

Motorola Solutions is not obligated to provide support for any device that has been subject to the following:

- Repaired, tampered with, altered or modified (including the unauthorized installation of any software) — except by Motorola Solutions authorized service personnel.
- Subjected to unusual physical or electrical stress, abuse, or forces or exposure beyond normal use within the specified operational and environmental parameters set forth in the applicable product specification.
- If the Customer fails to comply with the obligations contained in the Agreement, the applicable software license agreement, and Motorola Solutions terms and conditions of service.

DeviceTechnicalSupport

Motorola Solutions' Device Technical Support service provides telephone consultation for device and accessory issues. Support is delivered through the Motorola Solutions Centralized Managed Support Operations ("CMSO") organization by a staff of technical support specialists.

For Device Technical Support, Motorola Solutions will respond to calls within two (2) hours during the support days. Support hours are 7 a.m. to 7 p.m. CST Monday through Friday, excluding US holidays. In addition, Customers may

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contact the Call Management Center (800-MSI-HELP) at any time (24 hours a day, seven days a week) and a Motorola Solutions representative will log a technical request in Motorola Solutions Case Management System on the Customer's behalf.

Motorola Solutions Responsibilities

- Provide technical support for devices, assessing and troubleshooting reported issues.
- Receive and log Customer support requests, and assign a technical representative to respond to a Customer incident per the defined timeframes.

Customer Responsibilities

- Use the provided methods to contact Motorola Solutions technical support.
- Provide sufficient information to allow Motorola Solutions technical support agents to diagnose and resolve Customer issues.
- Provide contact information for field service technicians in the event that Motorola Solutions has to follow up.

Limitations And Exclusions

- Device support does not include Land Mobile Radio ("LMR") network, Wi-Fi, and LTE network troubleshooting.

Software Maintenance

Motorola Solutions is continually developing new features and functionality for our portfolio of public-safety-grade radios. By purchasing software maintenance, the Customer can take advantage of these firmware releases and future-proof their communications investment.

Motorola Solutions Responsibilities

- Test all firmware releases to minimize software defects.
- Announce new firmware releases and post release notes in a timely manner via MyView Portal.
- Provide firmware updates. Motorola Solutions makes no guarantees as to the frequency or timing of firmware updates.
- Provide upgrade capability through supported Programming Tools.
- Provide programming and service tools and technical support through the firmware support window.
- Provide documentation via MyView Portal with each release detailing new features, bug fixes, and any known issues.

Customer Responsibilities

- Periodically check MyView Portal for firmware update announcements.
- Keep the radio fleet updated with firmware versions within the support window.

MyView Portal Access

MyView Portal is the single location to track the status of subscriptions and service contracts, including start and end dates. This portal includes order, RMA, and technical support ticket status, as well as a consolidated download site for software and documentation.

Outside of pre-announced maintenance periods, MyView Portal will be available on a best effort 24/7 basis. Motorola Solutions cannot guarantee the availability of Internet networks outside of our control.

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Motorola Solutions Responsibilities

- Provide a web accessible, secure portal to view the Customer's data.
- Provide the Customer with login credentials for the site.
- Provide end-user training for the site.
- Provide technical support to answer end user questions between the hours of 8 a.m. to 5 p.m. CST Monday through Friday, excluding US holidays.
- Keep the site updated with the latest Customer information.

Customer Responsibilities

- Provide Motorola Solutions with contact information for administrative users.
- Administer user access.
- Provide Internet access for users to access the site.
- Attend available MyView Portal training.
- Protect login information against unauthorized use.
- Provide Motorola Solutions with updated equipment information, as needed.

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SVX VIDEO REMOTE SPEAKER MICROPHONE SOLUTION DESCRIPTION

The SVX Video Remote Speaker Microphones leverages the capabilities of APX NEXT and N70 radios - from clarity of audio, to mission-critical ergonomics and virtual partner ViQi - and adds the ability to capture powerful evidential footage. By converging our industry-leading voice and trusted video technology, we've transformed what it means to be on the front line. Now, law enforcement agencies can get the best of both worlds, without sacrificing ergonomics or usability.



The SVX can help every member of an agency, regardless of their role. Officers experience fewer distractions in the field, and are secure in the knowledge that they'll both hear, and be heard - whether they're in the middle of an evolving incident or reviewing a suspect's confession back at the station. Evidence technicians can build a stronger case more easily, with evidential audio and radio communications captured on one device in a single video; and, because these videos are categorized automatically, technicians can also find the relevant information quickly. IT technicians now have half the number of devices, docks and accessories they need to secure and maintain, while senior officers know that they're augmenting the power of their APX radio investment and improving the safety of their officers.

COMMUNICATION AND ERGONOMICS

- **Secure and reliable wireless connectivity –** out of the box, the SVX operates as a Wireless Remote Speaker Microphone, freeing officers from the constraints of cords and cables via a secure, reliable Bluetooth connection to their APX NEXT or N70 radio. It enables officers to move effortlessly while still staying focused on the task at hand.
- **Intuitive design –** The large, recessed push-to-talk and emergency buttons are easy to use and designed to prevent accidental activation. Officers can also query the device status via voice commands, to reduce interaction with the device during high-stress situations.
- **Clear audio –** The SVX can be positioned anywhere on the front of an officer's uniform or tactical vest, due to its 102 Phon speech loudness, High Dynamic Range (HDR) microphones, advanced windporting technology and intelligent noise suppression technology. This provides the best possible field of view for both evidential video capture and clear radio communications.
- **Secure NFC pairing –** Via "touch" pairing, an officer can quickly associate their SVX with their corresponding APX NEXT or N70 for the first time, even when many other wireless devices are present in the area.
- **Removable battery** – The SVX's detachable battery enables officers to switch from a depleted battery to a fully-charged battery in the field, which accommodates unexpected overtime or heavy usage. Batteries can be charged independently from the SVX itself, so officers can keep a replacement battery on-hand and ready to use.
- **Programmable buttons** – Use four configurable buttons to accommodate radio shortcuts or video operation functionality.

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EVIDENTIARY VIDEO FUNCTIONALITY (REQUIRES VIDEOMANAGER EL OR COMMANDCENTRAL EVIDENCE)

- **Dual audio streams –** revolutionary audio technology enables officers to capture both clear radio communications and environmental audio simultaneously; this provides mission-critical communications in the field, while also adding more context of how and when an officer responded in the evidentiary video.
- **Natural field of view** – The SVX eliminates the fisheye effect from wide-angle lenses that warps video footage. Distortion correction enables a clear and complete evidence review process. The SVX's high quality, low light sensor captures an accurate depiction of recorded events, even in challenging lighting conditions.
- **Data encryption** – The SVX uses FIPS-140-2 compliant encryption at-rest and in-transit. This prevents bad actors from gaining unauthorized access to confidential and sensitive data.
- **Record-After-the-Fact®** – Our patented Record-After-the-Fact® technology captures footage even when the recording function is not engaged. An officer or supervisor can request video footage from a specific point in the past to be uploaded to the evidence management system, hours or even days after the event occurred.
- **Voice-activated tagging** – Leveraging the ViQi Voice Control capabilities of the paired APX NEXT or N70 radio, officers can now easily apply an event category to a recording video by simply uttering a voice command (e.g., "tag video as 'arrest'"). This eliminates scrolling through a long list of events, either on a small body camera screen or back at the station after a shift.
- **Bluetooth recording triggers** – The SVX accommodates a variety of Bluetooth recording triggers, so officers can focus on the task at hand instead of needing to manually start recording. Emergency button: the SVX is triggered to start recording immediately when the APX NEXT or N70 emergency mode button is pressed, or the "Fall Alert" feature is activated. M500 in-car video systems collaboration and Holster sensors will be available in upcoming software upgrades.
- **Wireless uploading** – Recordings made by the SVX are uploaded to the agency's evidence management system via Wi-Fi. This enables easy transfer of critical recordings from a vehicle to headquarters for immediate review or long-term storage.
- **Real-time location and video streaming** – leveraging a Wi-Fi connection, the SVX can send location updates and stream live video to CommandCentral Aware in a dispatch center or Real Time Crime Center (RTCC), giving the agency a complete and accurate view of their officers for better coordination and quicker response times.
- **SmartControl Application** – To maximize efficiency in the field, the Motorola Solutions SmartControl app enables SVX users to preview video recordings, add or edit tags, change camera settings and view live video from the camera. The app is available for both iOS and Android phones.

CHARGERS AND UPLOAD STATIONS

The SVX has three charging options:



SmartDock – charge up to ten SVX devices and their attached batteries simultaneously. When the SVX is used as an RSM only, a LAN-connected SmartDock enables the devices to check for new firmware and automatically apply these updates without manual intervention. When the SVX is used as a video RSM, the SmartDock enables the automatic offload of video recordings from the devices to the evidence management platform via an integrated gigabit switch. It also facilitates comprehensive device management capabilities, including device configuration and checkout.

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Battery-only charger – charge up to 12 spare batteries at once. Quickly understand which batteries are ready to take for a shift via a status LED on each slot. A convenient mounting bracket allows the charger to be placed on a desk or mounted on a wall.

USB-C charger: charge a single SVX device or battery by connecting a commercially-available USB-C cable to a 1.5amp wall adapter, car port or battery backup bank, for additional charging flexibility on the go.

EARPICE SOLUTIONS



The **receive-only earpiece** connects to the 3.5mm side connector on the SVX and is a great option for private communication when the device is mounted at chest level on the officer's uniform. The SVX serves as the wireless microphone to speak, and the earpiece to listen.



The **two-wire surveillance style earpiece** is an ideal choice for unobtrusive communication when the SVX is mounted below chest level. The discreet microphone piece can be attached on a shirt collar or outer carrier shoulder strap. To transmit, the officer can press the PTT button on the microphone piece, the SVX or radio itself. The programmable button on the front of the mic piece mirrors the function of the 3-dot button on the SVX.

MOUNTING SOLUTIONS

The SVX is compatible with the entire portfolio of existing V300 / V700 mounting solutions, depicted below:

WGP02798	WGA00669	WGA00668	WGP02697	WGP03088	WGP03085
					
Magnetic Center Shirt Mount	Tek-Lok Belt Mount	Molle Locking Mount	Shirt Clip	Heavy Jacket Clip	Heavy Jacket Magnetic Mount

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SVX REMOTE SPEAKER MICROPHONE STATEMENT OF WORK

OVERVIEW

This Statement of Work (SOW) outlines the responsibilities of Motorola Solutions, Inc. (Motorola) and the Customer for the implementation of the SVX remote speaker microphone and your digital evidence management solution. For the purpose of this SOW, the term “Motorola” may refer to our affiliates, subcontractors, or certified third-party partners.

This SOW addresses the responsibilities of Motorola and the Customer that are relevant to the implementation of the hardware and software components listed in the Solution Description. Any changes or deviations from this SOW must be mutually agreed upon by Motorola and the Customer and will be addressed in accordance with the change provisions of the Contract. The Customer acknowledges any changes or deviations from this SOW may incur additional cost.

Motorola and the Customer will work to complete their respective responsibilities in accordance with the Project Schedule. Any changes to the Project Schedule must be mutually agreed upon by both parties in accordance with the change provisions of the Contract.

Unless specifically stated, Motorola will perform the work remotely. The Customer will provide Motorola personnel with access to their network and facilities so Motorola is able to fulfill its obligations. All work will be performed during normal business hours based on the Customer’s time zone (Monday through Friday from 8:00 a.m. to 5:00 p.m.).

The number and type of software subscription licenses, products, or services provided by Motorola are specifically listed in the Contract and referenced in the SOW. Services & Products provided under this SOW are governed by the mutually executed Contract between the parties, or Motorola’s Master Customer Agreement and applicable addenda (“Contract”).

AWARD, ADMINISTRATION, AND PROJECT INITIATION

Project Initiation and Planning will begin following the execution of the Contract between Motorola and the Customer. At the conclusion of Project Planning, Motorola’s Project Manager (PM) will begin status meetings and provide status reports on a regular cadence with the Customer’s PM. The status report will provide a summary of activities completed, activities planned, progress against the project schedule, items of concern requiring attention, as well as, potential project risks and agreed upon mitigation actions.

Motorola utilizes Google Meet as its teleconference tool. If the Customer desires to use an alternative teleconferencing tool, any costs incurred from the use of this alternate teleconferencing tool will be the responsibility of the Customer.

FBI-CJIS SECURITY POLICY – CRIMINAL JUSTICE INFORMATION

CJIS Security Policy Compliance

Motorola does not believe our solution requires compliance with the FBI-CJIS Security Policy (CJISSECPOL) based on the definition in Section 4 of CJISSECPOL and how the FBI-CJIS defines Criminal Justice Information. However, Motorola does design its products with the CJISSECPOL security controls as a guide. Motorola’s

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design and features support best practice security controls and policy compliance. In the event of a CJIS technical audit request, Motorola will support the Customer throughout this process.

Personnel Security – Background Screening

Motorola will assist the Customer with completing the CJIS Security Policy Section Personnel Security related to authorized personnel background screening when requested to do so by the Customer. Based on the Personnel Security section of the CJISSECPOL, a Motorola employee is defined as someone who is required to be on the Customer's property with unescorted access to unencrypted CJI. Motorola employees will also have access to the Customer's network(s) and stored information and Motorola has remote access tools to support virtual escorted access to on-premises customer assets.

Additionally, Motorola performs independent criminal background investigations including name based background checks, credential and educational vetting, credit checks, U.S. citizen and authorized worker identity verification on its employees.

Motorola will support the Customer in the event of a CJIS audit request to validate employees assigned to the project requiring CJISSECPOL Personnel Security screening and determine whether this list is up to date and accurate. Motorola will notify the Customer within 24 hours or next business day of a personnel status change.

Security Awareness Training

Motorola requires all employees who will support the Customer to undergo Level 3 Security Awareness Training provided by Peak Performance and their CJIS online training platform. If the Customer does not have access to these records, Motorola can facilitate proof of completion. If the Customer requires additional and/or separate training, Motorola will work with the Customer to accommodate this request at an additional cost.

CJIS Security Addendum

Motorola requires all employees directly supporting the Customer to sign the CJIS Security Addendum if required to do so by the Customer.

Third Party Installer

The Motorola-certified third-party installer (if applicable) will work independently with the Customer to complete the CJISSECPOL Personnel Security checks, complete Security Awareness Training and execute the CJIS Security Addendum.

Completion Criteria

The project is considered complete once Motorola has completed all responsibilities listed in this SOW. The Customer's task completion will occur based on the Project Schedule to ensure Motorola is able to complete all tasks without delays. Motorola will not be held liable for project delays due to incomplete Customer tasks.

The Customer must provide Motorola with written notification if they do not accept the completion of Motorola responsibilities. Written notification must be provided to Motorola within ten (10) business days of task completion. The project will be deemed accepted if no written notification is received within ten (10) business days.

In the absence of written notification for non-acceptance, beneficial use will occur thirty (30) days after functional demonstration of the system.

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SUBSCRIPTION SERVICE PERIOD

If the contracted system includes a subscription, the subscription service period will begin upon the Customer's receipt of credentials for access or for hardware, upon shipment of the hardware. The provision and use of the subscription service is governed by the Contract.

PROJECT ROLES AND RESPONSIBILITIES OVERVIEW

Motorola Project Roles and Responsibilities

The Motorola Project Team will be assigned to the project under the direction of the Motorola Project Manager. Each team member will be engaged in different phases of the project as necessary. Some team members will be multi-disciplinary and may fulfill more than one role.

In order to maximize effectiveness, the Motorola Project Team will provide various services remotely by teleconference, web-conference, or other remote method in order to fulfill our commitments as outlined in this SOW.

Our experience has shown customers who take an active role in the operational and educational process of their system realize user adoption sooner and achieve higher levels of success with system operation. The subsections below provide an overview of each Motorola Project Team Member.

Project Manager (PM)

The PM will be the principal business representative and point of contact for Motorola. The PM's responsibilities may include but are not limited to:

- Manage Motorola responsibilities related to the delivery of the project.
- Maintain the Project Schedule, and manage assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Coordinate schedules of assigned Motorola personnel, subcontractors, and suppliers as applicable.
- Conduct equipment inventory.
- Discovery validation
- Maintain project communications with the Customer.
- Identify and manage project risks.
- Coordinate collaboration of Customer resources to minimize project delays.
- Evaluate project status against Project Schedule.
- Conduct status meetings on mutually agreed upon dates to discuss project status.
- Provide timely responses to Customer inquiries and issues related to project progress.
- Conduct daily status calls with the Customer during Go-Live.

Post Sales Engineer

The Post Sales Engineer will work with the Customer's Project Team on:

- System provisioning.
- Data Migration
- Contracted data migration between two disparate digital evidence management systems (if applicable, additional fees may apply).

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Field Engineer (FE)

The FE will work with the Customer's Project Team on:

- Inspect installation and configure hardware devices.
- Provide instructions to the Customer on how to configure the hardware.
- Review Deployment Checklist with the Customer.
- Develop and submit a Trip Report.
- Update Customer IP Map.

Professional Services Engineer (if applicable)

The Professional Services Engineer is engaged on projects that include integration between Motorola's digital evidence management system and the Customer's third-party software application. Their responsibilities include:

- Delivery of the interface between Motorola's digital evidence management system and the Customer's third-party software (e.g. CAD).

Technical Trainer / Instructor

The Technical Trainer / Instructor provides training on-site or remote depending on the training topic and deployment services purchased.

- Deliver provisioning education and guidance to the Customer for operating and maintaining their system.
- Provide product education as defined by this SOW and described in the Education Plan.

Customer Support Services Team

The Customer Support Services Team will provide on-going support to the Customer following Go-Live and final acceptance of the project.

Customer Project Roles and Responsibilities

Motorola has defined key resources that are critical to this project and must participate in all the activities defined in this SOW. During the Project Planning phase, the Customer will be required to provide names and contact information for the roles listed below. It is critical that these resources are empowered to make decisions based on the Customer's operational and administration needs. The Customer Project Team will be engaged from Project Initiation through Beneficial Use of the system. In the event the Customer is unable to provide the resources identified in this section, Motorola may be able to supplement these resources at an additional cost.

Project Manager

The PM will act as the primary point of contact for the duration of the project. In the event the project involves multiple locations, Motorola will work exclusively with the Customer's primary PM. The PM's responsibilities will include, but are not limited to:

- Communicate and coordinate with other project participants.
- Manage the Customer Project Team including subcontractors and third-party vendors. This includes timely facilitation of tasks and activities.
- Maintain project communications with the Motorola PM.
- Identify tasks required of Customer staff that are outlined in this SOW and the Project Schedule.
- Consolidate all project inquiries from Customer staff to present to Motorola PM.

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- Approve a deployment date offered by Motorola.
- Review Project Schedule with the Motorola PM and finalize tasks, dates, and responsibilities.
- Measure and evaluate progress against the Project Schedule.
- Monitor Project to ensure resources are available as required.
- Attend status meetings.
- Provide timely responses to issues related to project progress.
- Liaise and coordinate with other agencies, Customer vendors, contractors, and common carriers.
- Review and administer change control procedures, hardware and software certification, and all related project tasks required to meet the deployment date.
- Ensure Customer vendors' readiness ahead of the deployment date.
- Assign one or more personnel to work with Motorola staff as needed for the duration of the project, including one or more representatives from the IT department.
- Identify a resource with authority to formally acknowledge and approve milestone recognition certificates, as well as, approve and release payments in a timely manner.
- Provide Motorola personnel with access to all Customer facilities where system equipment is to be installed. Temporary identification cards are to be issued to Motorola personnel, if required for access.
- Ensure remote network connectivity and access for Motorola resources.
- Assume responsibility for all fees pertaining to licenses, inspections and any delays associated with inspections due to required permits as applicable to this project.
- Provide reasonable care to prevent equipment exposure from contaminants that may cause damage to the equipment or interruption of service.
- Ensure a safe working environment for Motorola personnel.
- Identify and manage project risks.
- Provide signature(s) of Motorola-provided milestone recognition certificate(s) within ten (10) business days of receipt.

IT Support

IT Support manages the technical efforts and ongoing activities of the Customer's system. IT Support will be responsible for managing Customer provisioning and providing Motorola with the required information for LAN, WAN and client infrastructure.

The IT Support Team responsibilities include but are not limited to:

- Participate in delivery and training activities to understand the software and functionality of the system.
- Participate with Customer Subject Matter Experts (SMEs) during the provisioning process and associated training.
- Authorize global provisioning decisions and be the Point of Contact (POC) for reporting and verifying problems.
- Maintain provisioning.
- Implement changes to Customer infrastructure in support of the proposed system.

Video Management Point of Contact (POC) (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Video Manager POC will educate users on digital media policy, participate in Discovery tasks, and complete the Video Management Administration training. The Customer is responsible for its

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own creation and enforcement of media protection policies and procedures for any digital media created, extracted, or downloaded from the digital evidence management system.

Subject Matter Experts (SMEs)

SMEs are a core group of users involved with the analysis, training and provisioning process, including making decisions on global provisioning. The SMEs should be experienced users in their own respective field (evidence, dispatch, patrol, etc.) and should be empowered by the Customer to make decisions based on provisioning, workflows, and department policies related to the proposed system.

Training POC

The Training POC will act as the course facilitator and is considered the Customer's educational monitor. The Training POC will work with Motorola when policy and procedural questions arise. They will be responsible for developing any agency specific training material(s) and configuring new users on the Motorola Learning eXperience Portal (LXP) system. This role will serve as the first line of support during Go-Live for the Customer's end users.

General Customer Responsibilities

In addition to the Customer responsibilities listed above, the Customer is responsible for the following:

- All Customer-provided equipment, including third-party hardware and software needed for the proposed system but not listed as a Motorola deliverable. Examples include end user workstations, network equipment, connectivity etc.
- Configure, test, and maintain third-party system(s) that will interface with the proposed system.
- Establish an Application Programming Interface (API) for applicable third-party system(s) and provide documentation that describes the integration to the Motorola system.
- Coordinate and facilitate communication between Motorola and Customer third-party vendor(s) as required.
- Mitigate the impact of upgrading Customer third-party system(s) that will integrate with the proposed system. Motorola strongly recommends working with the Motorola Project Team to understand the impact of such upgrades prior to taking action.
- Upgrades to Customer's existing system(s) in order to support the proposed system.
- Providing a facility with the required computer and audio-visual equipment for training and work sessions.
- Ability to participate in remote project meetings using Google Meet or a mutually agreed upon Customer-provided remote conferencing tool.

Motorola is not responsible for any delays that arise from Customer's failure to perform the responsibilities outlined in this SOW or delays caused by Customer's third-party vendor(s) or subcontractor(s).

NETWORK AND HARDWARE REQUIREMENTS

The following requirements must be met by the Customer prior to Motorola installing the proposed system:

- Provide network connectivity for the transfer and exchange of data for the proposed system.
- Provide devices such as workstations, tablets, and smartphones with Internet access for system usage. Chrome is the recommended browser for optimal performance.
- Provide and install antivirus software for workstation(s).
- Provide Motorola with administrative rights to Active Directory for the purpose of installation, configuration, and support.

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- Provide all environmental conditions such as power, uninterruptible power sources (UPS), HVAC, firewall and network requirements.
- Ensure required traffic is routed through Customer's firewall.

Motorola is not responsible for any costs or delays that arise from Customer's failure to meet network and hardware requirements.

PROJECT PLANNING

A clear understanding of the needs and expectations of Motorola and the Customer is critical to fostering a collaborative environment of trust and mutual respect. Project Planning requires the gathering of specific information to set clear project expectations and guidelines, as well as lay the foundation for a successful implementation.

PROJECT PLANNING SESSION

A Project Planning Session will occur after the Contract has been executed. The Project Planning Session is an opportunity for the Motorola and Customer PM to meet before the Project Kickoff Meeting and review key elements of the project and expectations. Depending on the items purchased, the agenda will typically include:

- A high-level review of the following project elements:
- Quoting/ordering documents
- A summary of contracted applications and hardware as purchased.
- Customer's involvement in project activities to confirm understanding of scope and required time commitments.
- Data Migration questionnaire if migration is included in the Solution
- The Business Process Review (BPR), used to document system configuration, agency recording, and retention policies
- A high-level Project Schedule with milestones and dates.
- Confirm CJIS background investigations and fingerprint requirements for Motorola employees and/or subcontractors.
- Determine Customer location for Motorola to ship their equipment for installation.

Motorola Responsibilities

- Contact the customer to complete the Project Planning Session.
- Request the assignment of Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Baseline the Project Schedule, if applicable.
- Document mutually agreed upon Project Kickoff Meeting Agenda.

Customer Responsibilities

- Identify Customer Project Team and any additional Customer resources that are instrumental to the project's success.
- Acknowledge the mutually agreed upon Project Kickoff Meeting Agenda.
- Provide approval to proceed with the Project Kickoff Meeting.

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Motorola Deliverables

- Project Kickoff Meeting Agenda.
- Data Migration Questionnaire (if applicable)
- BPR Workbook

PROJECT KICKOFF

Motorola will work with the Customer to understand the impact of introducing a new solution and the preparedness needed for a successful implementation.

Note – The IT Questionnaire is completed during the pre-sales process and prior to Contract award. The IT Questionnaire is given to Motorola at the time of offer acceptance. A delay in completing the IT Questionnaire may delay the shipment of equipment. Motorola will not be responsible for any delays associated with or related to the completion of the IT Questionnaire.

Motorola Responsibilities

- Review Contract documents including project delivery requirements as described in this SOW.
- Discuss the deployment start date and deliver the Deployment Checklist.
- Discuss the equipment inventory process
- Discuss project team participants and their role(s) in the project with fulfilling the obligations of this SOW.
- Review resource requirements.
- Provide the initial Project Schedule
- Discuss Motorola remote system access requirements.
- Review the BPR.
- Complete all necessary documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Review the LXP training portal.
- Request user information required to establish the Customer in LXP.
- Review and agree on completion criteria and the process for transitioning to support.

Customer Responsibilities

- Provide feedback and approval on project delivery requirements and schedule.
- Review the Deployment Checklist.
- Review the roles of project participants to identify decision-making authority.
- Validate non-disclosure agreements, approvals, and other related items are complete (if applicable).
- Complete the BPR Workbook within 5 business days after the conclusion of the Project Kickoff for review during the Discovery Teleconference
- Provide all documentation (i.e. fingerprints, background checks, card keys, etc.) required for Motorola resources to gain access to Customer facilities.
- Provide Motorola with names and contact information of the designated LXP Administrator(s).

Motorola Deliverables

- Project Kickoff Meeting Minutes.
- Deployment Checklist.

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DISCOVERY TELECONFERENCE

During the Discovery Teleconference, Motorola will meet with the Customer to review information documented in the BPRWorkbook. The Data Migration Questionnaire will also be reviewed if migration is part of the Solution.

Motorola Responsibilities

- Facilitate Discovery Teleconference.
- Confirm Customer-provided configuration inputs.

Customer Responsibilities

- Gather and review the information required to complete the BPR Workbook.
- Schedule Customer Project Team and SMEs to attend the Discovery Teleconference. SMEs should be present to weigh in on hardware, software, and network components. Customer attendees should be empowered to convey policies and make modifications to policies as necessary.

Motorola Deliverables

- Completed BPR Workbook.

PROJECT EXECUTION

HARDWARE PROCUREMENT AND INSTALLATION

Motorola will procure contracted hardware as part of the ordering process. The hardware will be configured with a basic profile in line with the information provided by the IT Questionnaire or Discovery Teleconference for installation and configuration of the system. The Customer is responsible for providing an installation environment that meets manufacturer’s specifications for the hardware, which includes but is not limited to:

- Power
- Heating and Cooling
- Network Connectivity
- Access and Security
- Conduit and Cabling

Motorola Responsibilities

- Procure contracted equipment and ship to the Customer's designated location.
- Inventory equipment after arrival at Customer location
- Conduct a power-on test to validate that the installed hardware is ready for configuration.
- Verify remote connection to hardware.
- Verifying the SVX Smart Dock(s) are connected to Motorola’s Cloud Evidence Management System through the Customer’s network. The Customer is responsible for ensuring Motorola has the correct IP address(es) for configuring the Smart Dock(s), and the Customer’s network is operational.
- Complete Deployment Checklist which outlines the activities completed during configuration and testing of system hardware.

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Customer Responsibilities

- Procure Customer-provided equipment and make it available at the installation location.
- Confirm the installation room complies with environmental requirements (i.e. power, uninterruptible power, surge protection, heating/cooling, etc.).
- Provide, install, and maintain antivirus software workstation(s).
- Enable outgoing network connection (external firewall) to Motorola's Cloud Evidence Management System by utilizing the Customer's Internet connection.
- Confirm access to Motorola's Cloud Evidence Management System cloud on Customer-provided workstation(s).
- The Customer will verify whether the Smart Docks(s) are connected to their network.

Motorola Deliverables

- Contracted Equipment.
- Equipment Inventory

SVX Configuration as a Remote Speaker Microphone

The Smart Dock(s) will be utilized to manage firmware updates on each SVX In order for this process to be successfully completed, each Smart Dock must be connected to Motorola's Cloud Evidence Management Solution through the Customer's internet connection.

Motorola Responsibilities

- Configure Smart Dock(s) for connectivity to Motorola's Cloud Evidence Management System.
- Verify the Smart Dock(s) is configured properly and connected to the network.
- Verify all slots in each Smark Dock are functional.
- Provide documentation on how to pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure Near-Field Communications (NFC).

Customer Responsibilities

- Select physical location(s) for Smart Dock(s).
- Enable Bluetooth, Bluetooth Tones, and Secure NFC Touch Pairing on Motorola APX NEXT and/or APX N70 radio(s).
- Motorola recommends "Power Down Standby Mode (hrs) = 1" to allow the SVX Bluetooth connection to quickly reconnect after power up within the 1-hour timeframe.
- Pair the SVX(s) to Motorola APX NEXT and/or APX N70 radio(s) using Secure NFC.
- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.

SVX Configuration as a Body Camera (if applicable)

If CommandCentral DEMS Standard, CommandCentral DEMS Plus, or VideoManager EL Cloud device license(s) are included in the contract, the Smart Dock(s) will be utilized to configure each SVX as a body camera.

Motorola Responsibilities

- Configure SVX(s) within Motorola's Cloud Evidence Management System.

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- Check out SVX(s) and create a test recording.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for up to 25% of purchased SVX(s).
- Provide a demonstration of client software.

Customer Responsibilities

- Validate functionality of components and solution utilizing the Deployment Checklist.
- Provide Motorola remote connection information and necessary credentials.
- Verify video and audio upload to Motorola's Cloud Evidence Management System for the remainder of purchased SVX(s).

SOFTWARE AND CONFIGURATION

CommandCentral DEMS (if applicable)

CommandCentral DEMS software is a cloud solution that does not require an onsite server and supports the SVX as a remote speaker microphone and a body camera. Section 3.2 does not apply to existing Motorola customers using VideoManager EL Cloud

Motorola Responsibilities

- Use information provided in BPR Workbook to configure CommandCentral DEMS software.
- Based on Customer feedback, perform the following activities:
- Create users, groups, and setup permissions.
- Create event categories when SVX is used as a body camera.
- Set retention policies when SVX is used as a body camera.
- Test software using applicable portions of the Functional Validation Plan.
- Use the CommandCentral Admin Portal to provision users, groups, and rules based on Customer Active Directory data.
- Guide the Customer in the configuration of CommandCentral DEMS.
- Ensure training POC can access the system.

Customer Responsibilities

- Supply access and credentials to Customer's Active Directory for the purpose of Motorola conducting CommandCentral DEMS provisioning.
- Respond to Motorola's inquiries regarding users, groups, and agency mapping to CommandCentral DEMS.
- Provision policies, procedures, and user permissions.
- Configure evidence as directed by Motorola.
- Verify traffic can be routed through Customer's firewall and reaches end-user workstations.

DATA MIGRATION SERVICES (IF APPLICABLE*)

The Customer is responsible for partitioning data to be converted from Motorola on-premises digital evidence management system, or Customer's Non-Motorola Digital Evidence Management System to Motorola's cloud solution as part of this offer. The Customer will have ten (10) business days to provide feedback after Motorola validates the migrated data. If feedback is not received on or before ten (10) business days, Motorola will assume the migration is complete. *Data Migration Services may be subject to additional fees.

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Motorola Responsibilities

- Receive access to Customer video data.
- Perform contracted data migration and validation.

Customer Responsibilities

- Provide 24/7 remote access to partitioned data to be migrated.
- Customer hardware or virtualization environment will be the sole responsibility of the Customer to troubleshoot and resolve issues.
- Validate migrated dataset and provide Motorola with feedback within ten (10) business days.

Completion Criteria

- A migrated dataset as defined in the Contract.

Motorola On-Premise Evidence Management System (if applicable)

Motorola supports data migration of digital assets and associated metadata from our on-premise evidence management systems, Evidence Library 4 and VideoManager EL On-Prem (formally known as Evidence Library 5), to Motorola's cloud solution.

Motorola Responsibilities

- Verify compatible platform(s) and upgrade if applicable

Customer Responsibilities

- Provide internet connectivity from on-premise server to destination resources

Non-Motorola Evidence Management System (if applicable)

Motorola will perform data migration of digital assets and associated metadata from the Customer's Non-Motorola Evidence Management system to the new Motorola Cloud Evidence Management System.

Motorola Responsibilities

- Facilitate the method of obtaining and consuming the data
- Review data in the Motorola systems with the customer

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the Non-Motorola digital evidence management system.
- Provide internet connectivity from on-premise server to destination resources, if applicable.
- Provide API connection to the source, if applicable
- Provide data and metadata information in a readable and consumable format
- Assist with mapping metadata information into Motorola system

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INTEGRATIONS AND THIRD-PARTY INTERFACES (IF APPLICABLE)

The integration between Motorola's Cloud Evidence Management System and the Customer's third-party system may consist of an iterative series of activities depending on the complexity of accessing the third-party system. Interfaces will be installed and configured in accordance with the Project Schedule. The Customer is responsible for engaging third-party vendors as required to facilitate connectivity and testing of the interface(s).

Motorola Responsibilities

- Develop and configure interface(s) to support the functionality described in the Solution Description.
- Establish and validate connectivity between Motorola and third-party systems.
- Perform functional demonstration to confirm the interface(s) can transmit and receive data to the Customer's digital evidence management system.

Customer Responsibilities

- Act as liaison between Motorola and third-party vendor(s) as required to establish connectivity to the third-party system.
- Provide personnel authorized to make changes to the network and third-party systems to support Motorola's integration efforts.
- Provide network connectivity between digital evidence management system and the third-party system(s).
- Provide hardware to run any required interface components for on-prem interfaces when required.
- Provide sample data and information on API, SDKs, data scheme, and any documentation necessary to establish interfaces with all local and remote systems. This information should be provided to the Motorola PM within ten (10) business days of the Interface Engagement Meeting.

NOTE - At the time of initial design, unknown circumstances, requirements or anomalies may present difficulties with interfacing Motorola products to a third-party application. These difficulties could result in a poorly performing or non-functional interface. Providing Motorola with this information early in the deployment process, will potentially allow us to mitigate these issues. If the resolution requires additional third-party integration, application upgrades, APIs, and/or additional software licenses, the Customer is responsible for addressing these issues at their cost. Motorola is not responsible for any delays or costs associated with third-party applications or Customer-provided third-party hardware or software.

SYSTEM TRAINING

The objective of this section is to prepare for and deliver training. Motorola training consists of computer-based (online) and instructor-led (on-site or remote) depending on what is purchased. Our training delivery methods will vary depending on course content. Training will be delivered in accordance with the Education Plan. As part of our training delivery, Motorola will provide user guides and training materials in an electronic format.

ONLINE TRAINING

Online training is made available to the Customer through LXP. This subscription service provides customers with unlimited access to our online training content and provides users with the flexibility of learning the content at their own pace. Training content is added and updated on a regular basis to keep information current.

Through LXP, a list of available online training courses, Motorola User Guides, and Training Material are accessible in electronic format.

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Motorola Responsibilities

- Designate a LXP Administrator to work with the Customer.
- Establish an accessible instance of LXP for the Customer.
- Configure a Customer-specific portal view.
- Organize content to align with Customer's selected technologies.
- Create initial Customer user accounts and a single Primary Administrator account.
- During onboarding, assist the Customer with LXP usage.
- Provide technical support for user account and access issues, LXP functionality, and Motorola managed content.
- Provide instruction to Customer LXP Administrator on building groups.

Customer Responsibilities

- Provide user information for the initial creation of accounts.
- Complete LXP Administrator training.
- Ensure network and Internet connectivity for Customer access to LXP.
- Customer's primary LXP Administrator is required to complete the following self-paced training: LXP Introduction (LXP0001), LXP Primary Site Administrator Overview (LXP0002), and LXP Group Administrator Overview (LXP0003).
- Advise users on the availability of training through LXP.
- Ensure users complete LXP training in accordance with the Project Schedule.
- Build groups as needed.

ON-SITE TRAINING

Instructor-led courses are based on products purchased and the Customer's Education Plan. On-site instructor-led classes will utilize the Customer's hardware and software in order to provide the best training environment. This will allow the Customer to engage in an environment that has been configured and deployed in alignment with this SOW.

Motorola Responsibilities

- Deliver User Guides and training materials in an electronic format.
- Perform training in accordance with the Education Plan.
- Provide the Customer with training attendance rosters and summarize any pertinent information that may impact end user training.

Customer Responsibilities

- Supply classroom(s) based on the requirements listed in the Education Plan.
- Designate training representatives who will work with the Motorola trainer(s) to deliver the training content.
- Facilitate training of all Customer end users in accordance with the Customer's Education Plan.

Motorola Deliverables

- Electronic versions of User Guides and training materials.
- Attendance rosters.

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PROJECT GO-LIVE, CLOSURE, AND HANDOVER TO SUPPORT

Motorola will utilize the Deployment Checklist throughout the deployment process to verify features and functionality are in line with installation and configuration requirements. The Customer will witness the assigned Motorola Resource demonstrating the Deployment Checklist and provide feedback as features and functionality are demonstrated. The Customer is considered Live on the system after the equipment has been installed, configured, and made available for use, and training has been delivered or made available to the Customer.

Upon the conclusion of Go-Live, the project is prepared for closure. Project closure is defined as the completion of tasks and the Customer's receipt of contracted components. The Deployment Checklist serves as the artifact that memorializes a project closure. A System Acceptance Certificate will be provided to the Customer for signature to formally close out the project. The Customer has ten (10) business days to provide Motorola with a signed System Acceptance Certificate. If the Customer does not sign off on this document or provide Motorola written notification rejecting project closure, the project will be deemed closed. Upon project closure, the Customer will engage with Technical Support for on-going needs in accordance with the Customer's specific terms and conditions of support.

Motorola Responsibilities

- Provide the Customer with Motorola Technical Support engagement process and contact information.
- Provide Technical Support with the contact information of Customer users who are authorized to engage Technical Support.
- Ensure Deployment Checklist is complete.
- Obtain Customer signature on the System Acceptance Certificate.

Customer Responsibilities

- Within ten (10) business days of receiving the System Acceptance Certificate, provide signatory approval signifying project closure.
- Provide Motorola with the contact information of users who are authorized to engage Motorola's Technical Support.
- Engage Technical Support as needed.

Motorola Completion Criteria

Provide Customer with survey upon closure of the project.

ASSUMPTIONS

This SOW is based on the following list of assumptions:

- Motorola's Cloud Evidence Management System must be connected to the Microsoft Entra ID (formally known as Microsoft Azure Active Directory) for user authentication to the application. Microsoft Entra ID can be synchronized with the Customer's on-premises Active Directory using Azure AD Connect. If the Customer is using Microsoft Office 365, Motorola will be able to integrate with this Microsoft Entra ID.
- If Microsoft Entra ID is not utilized by the Customer, Motorola will provide a free version of Entra ID for user authentication to the application.
- Must be 2003 or later for Microsoft Entra ID integration.

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- Upload Speed Requirements for SVX when used as a body camera:
- 5 Mbps + 3 Mbps per additional device.
- This assumes it will take 8 hours to upload 5 GB of video on a device.
- 40-50 Mbps per concurrent uploading device.
- This assumes video is required to upload within 30-40 minutes with approximately 5 GB to upload.

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COMMANDCENTRAL EVIDENCE DEVICE MANAGEMENT SOLUTION DESCRIPTION

DEVICE MANAGEMENT

Keep your devices up to date with automatic firmware updates. Video features in Device Management require a subscription to CommandCentral DEMS

THE COMMANDCENTRAL PLATFORM

CommandCentral is an end-to-end platform of interconnected solutions that unify data and streamline public safety workflows from a tip or call to case closure. Through single sign-on capabilities, your personnel can access all software applications with one agency username and password for a more streamlined workflow. The platform puts your agency's data to better use, improves safety for critical personnel, and helps keep your focus on the communities you serve.

CommandCentral continuously evolves, maximizing the value of existing investments while adopting new capabilities that better meet your personnel's growing needs. With cloud-based services and an agile development methodology through constant user feedback, Motorola Solutions can deliver new features and functionality in a more manageable, non-intrusive way.



Figure 1: The End-to-End Platform

CLOUD SECURITY AND COMPLIANCE

Proactive Security Design

Security is proactively incorporated into the design of our applications, not applied reactively when incidents occur. Applications undergo security reviews at each phase of their development and continue with ongoing assessments after deployment to find and repair vulnerabilities.

Compliance with Industry Best Practices

Our cloud solutions comply with key industry best practices for security, including NIST Security and Privacy Controls for Information Systems and Organizations (800-53), ISO 27001, 27017, 27018 - Specification for an Information Security Management System, and Criminal Justice Information System (CJIS) Security Policy. We conduct continuous and comprehensive risk assessments following the guidelines and best practices provided by NIST and ISO.

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Cybersecurity Champions Embedded in Product and Service Teams

Over 350 specially trained and certified Cybersecurity Champions ensure that a culture of cybersecurity is instilled into the fabric of our product and services teams. Programmers receive ongoing security training and updates on the latest hacker tactics so they can layer security into every stage of the application development process.

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Purchase Order Checklist NA OM

Marked as PO/ Contract/ Notice to Proceed on Company Letterhead **(PO will not be processed without this)**
PO Number/ Contract Number
PO Date
Vendor = Motorola Solutions, Inc.
Payment (Billing) Terms/ State Contract Number
Bill-To Name on PO must be equal to the *Legal* Bill-To Name
Bill-To Address
Ship-To Address (If we are shipping to a MR location, it must be documented on PO)
Ultimate Address (If the Ship-To address is the MR location then the Ultimate Destination address must be documented on PO)
PO Amount must be equal to or greater than Order Total
Non-Editable Format (Word/ Excel templates cannot be accepted)
Tax Exemption Status
Signatures (As required)

NOTE: When an email order is submitted a confirmation is sent from Motorola AutoNotify referencing a **case number**.
Once checklist is complete, order still must go through **Order Validation/Credit Approval**

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 9, 2025

MEETING DATE: December 17, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: PO 26-1709 – CUES System Upgrade for CCTV Inspection Van

DESCRIPTION/BACKGROUND:

The City's sewer collections CCTV inspection van is an essential tool for condition assessment, maintenance, and regulatory compliance. The existing system is outdated, and its legacy software and hardware are no longer compatible with the City's systems and information is not relayed to GIS. As a result, staff can no longer reliably sync inspection videos or condition data, limiting our ability to track defects, plan capital projects, document I/I sources, and maintain accurate system records. This gap affects both day-to-day operations and long-term regulatory and planning needs. To maintain the City's ability to perform routine and required inspections for capital planning, I/I identification, development review, and documentation of pre- and post-construction conditions, staff recommends retrofitting the existing van with updated CUES Summit-compatible equipment. CUES, Inc. has provided a proposal (Quote No. Q-06229, dated November 7, 2025) that includes replacement of the mainline reel, cable, OZ3s pan-and-tilt zoom camera, upgraded computer and network components, GraniteNet inspection software with first-year support, monitors, installation, and onsite crew training.

This approach allows the City to retain the existing vehicle while modernizing critical inspection technology at a significantly lower cost than purchasing a new CCTV van. Funding for this retrofit is included in the FY26 Wastewater Fund.

STAFF RECOMMENDATION:

Staff recommends City Council consider approval of Purchase Order No. 26-1709 to CUES, Inc for System Upgrade for CCTV Inspection Van in the amount of $ $113,360.24.

ACTION:

City Council approval of Purchase Order No. 26-1709 to CUES, Inc for System Upgrade for CCTV Inspection Van in the amount of $ $113,360.24.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? YES; within FY26 Budget

ATTACHMENTS:

1. Proposed Resolution
2. PO 26-1709 - CUES, Inc for System Upgrade for CCTV Inspection Van
3. CUES Proposal

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1709 TO CUES, INC., FOR CCTV INSPECTION VAN SYSTEM UPGRADE

WHEREAS: City staff recommend the purchase of a system upgrade for the sewer collections CCTV inspection van utilized by the Sandpoint Public Works Department;

WHEREAS: The existing system is outdated, the legacy software and hardware are no longer compatible with the City's system, and information is not relayed to GIS;

WHEREAS: Staff can no longer reliably sync inspection videos or condition data, which limits the ability to track defects, plan capital projects, document I/I sources, and maintain accurate system records;

WHEREAS: To maintain the City's ability to perform routine and required inspections for capital planning, I/I identification, development review, and documentation of pre- and post-construction conditions, staff recommends retrofitting the existing van with updated CUES Summit-compatible equipment;

WHEREAS: CUES, Inc., has provided a proposal under Quote No. Q-06229, dated November 7, 2025, that includes replacement of the mainline reel, cable, OZ3s pan-and-tilt zoom camera, upgraded computer and network components, GraniteNet inspection software with first-year support, monitors, installation, and onsite crew training; and

WHEREAS: This is a budgeted purchase, provided for within the approved FY2026 Budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1709 to CUES, Inc., in the amount of $113,360.24, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk



Prepared for:
SANDPOINT, CITY OF (MAIN)

Attention:
Rod Berget

CUES Document Number: Q-06229

Quote Date: 11/7/2025

Quote Expiration Date: 12/31/2025

Prepared by:

Gillian Wilson
Northwest Regional Sales and Service Manager

Dear Rod Berget

Thank you for your interest in CUES products and for allowing us the opportunity to provide this proposal. We understand the task of choosing a vendor can be daunting, and we respect how difficult it is to weigh the differences between manufacturers and system designs.

Since 1964, CUES has been the pipe inspection industry leader, offering the most reliable and durable equipment in the world, while bringing the best available technologies to the market.

We offer world-class technical support to your team, with the most collective industry knowledge of any manufacturer. CUES is the only industry company to offer a 100% full-circle solution for all your pipeline inspection needs.

We take pride in providing long-term pipeline and manhole inspection solutions. Thank you again for the opportunity to provide this proposed solution.

Sincerely,

Gillian Wilson
CUES, INC.
Northwest Regional Sales and Service Manager
Cell:(503) 784-8352
gillianw@cuesinc.com

CUES Equipment Quote

DESCRIPTION	List Price
22" MONITOR (QTY: 2) WITH SHORTENED MOUNT FOR DESK TOP (QTY:2)	$2,001
1200' TV CABLE ASSEMBLY, M/C 12 PIN	$8,122.29
TV REEL ASSEMBLY WITH CENTER SLIPRING FOR UP TO 1500' OF TV CABLE	$31,170
LEGACY TO SUMMIT COMPONET RETRO FIT	$23,895
OZ3s P&T ZOOM M/C LED CAMERA WITH BUILT-IN SONDE	$29,810
COMPUTER ONLY [NO Granite SOFTWARE] - RACK MOUNT	$6,590
GRANITENET INSPECTION BASIC KIT	$9,660
GraniteNet Inspection Basic Annual Support Plan	$1,070
WIRELESS KEYBOARD AND MOUSE SET	$210
INTERCONNECT CABLING FOR COMP WHEN PRINTER IS NOT REQUIRED	$116
SUMMIT RETRO HARDWARE KIT	$902.20
BLANK PANELS	$225
3 DAYS FIELD INSTALL AND TRAINING FOR ID SYSTEM	$4,325
COMPONENT DELIVERY	$1,200
REAR VIEW CAMERA ASSEMBLY	$5,455
WHEEL,RBR,75D,6",H-BTM CLR,CPR&LMII	$474.30
List Total:	$125,225.79
Discounted Total	**$113,360.24**

Payment and Purchase Terms & Conditions

Delivery: 12 Weeks ARO. Delivery is an ESTIMATE ONLY based on the current production schedule as of the date of quotation and is subject to change. For accurate delivery, please contact your CUES Regional Sales Manager at the time of order.

Payment: Net 30

FOB: Destination

Taxes & Pricing: Unless otherwise noted, pricing above does not include any applicable sales tax. The final invoice will reflect all taxes unless there is a tax-exempt certificate on file with CUES, Inc. accounting.

This Quote and the goods and services quoted thereunder are subject to Cues, Inc. Terms and Conditions of Sale found at: CUES Terms and Conditions of Sale.
By accepting this Quote, Buyer agrees to be bound by these terms.

Confidentiality Statement: This proposal contains confidential and proprietary information that is the property of Cues, Inc. This proposal is only to be viewed by individuals employed by the entity to which it is directed with a need to know and shall not be duplicated, used, or disclosed, in whole or in part, for purposes other than to evaluate the proposal with Cues, Inc.

Detailed Specifications & Contract Purchases

Detailed technical specifications are available upon request to help your team define language for any upcoming competitive bid requirement. Additionally, CUES equipment is available through competitively bid cooperative contracts, such as HGACBuy.

References

Extensive lists of product specific references or general company references are available upon request.

HGACBuy
THE SMART PURCHASING SOLUTION

INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING

ILC No.: 12-3054
Permanent Number assigned by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act,Chapter 791, Texas Government Code (the "Act"), 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 * City of Sandpoint, Idaho, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at * 1123 Lake Street, Sandpoint, ID 83864

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on * 3-21-12 (Date), and that it desires to contract with H-GAC on the terms set forth below;

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

ARTICLE 1: LEGAL AUTHORITY
The End User represents and warrants to H-GAC that **(1)** it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and **(2)** it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS
H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT
This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD
The period of this Contract shall be for the balance of the fiscal year of the End User, which began * Oct 01, 2011 and ends * Sep 30, 2012. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES
The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

(over)

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC's contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H-GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GACs contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified 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; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED IN TWO ORIGINALS BY THE PARTIES HERETO AS FOLLOWS:

* City of Sandpoint

Name of End User (local government, agency, or non-profit corporation)

* 1123 Lake Street

Mailing Address

* Sandpoint ID 83864

City State ZIP Code

*By: Marsha Ogilvie

Signature of chief elected or appointed official

* Mayor Marsha Ogilvie 3-23-12

Typed Name & Title of Signatory Date

Houston-Galveston Area Council

3555 Timmons Lane, Suite 120, Houston, TX 77027

By: _____

Executive Director

Attest: _____

Manager

Date: April 13, 2012

*Denotes required fields

rev. 03/11

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. NO.
12/04/2025	**26-1709**

SUPPLIER:

VENDOR: 003369

CUES INC
PO BOX 639633
CINCINNATI, OH 45263-9633
PH: (800) 327-7791 FX: (407) 425-1569
EMAIL: ACCOUNTSRECEIVABLE@CUESINC.COM

SHIP TO:

PO Ship Code 'JOB'

,

Description: TV VAN UPGRADE FOR CURRENT CUES SOFTWARE FOR COMPATIBILITY

Details: GOVERNMENT COOPERATIVE CONTRACT THROUGH HGAC

Item No.	QTY	Unit	Description	Unit Price	Amount
E7 - FORD TRANSIT INSTALLATION PACKAGE	1.00	DOLLAR	E7 - FORD TRANSIT INSTALLATION PACKAGE 31-3252-7741-0000-32299023	182,548.00 182,548.00	
GNET BASIC SOFTWARE SYSTEM W/COMPUTER	1.00	DOLLAR	GNET BASIC SOFTWARE SYSTEM W/COMPUTER 31-3252-7741-0000-32299023	20,540.76 20,540.76	
REAR VIEW CAMERA	1.00	DOLLAR	REAR VIEW CAMERA 31-3252-7741-0000-32299023	4,727.00 4,727.00	
LESS INTERIOR, EXTERIOR LIGHT, GEN SYSTM	1.00	DOLLAR	LESS INTERIOR, EXTERIOR LIGHT, GEN SYSTM	(93,039.57)	

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. NO.
12/04/2025	**26-1709**

			31-3252-7741-0000-32299023	(93,039.57)	
DELIVERY, FIELD INSTALL AND TRAINING	1.00	DOLLAR	DELIVERY, FIELD INSTALL AND TRAINING 31-3252-7741-0000-32299023	5,470.62 5,470.62	
6% CUSTOMER DISCOUNT	1.00	DOLLAR	6% CUSTOMER DISCOUNT 31-3252-7741-0000-32299023	(6,886.57) (6,886.57)	

Total: $113,360.2

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 12/08/2025

Authorized Signature

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 9, 2025

MEETING DATE: December 17, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: Approve Purchase Orders for Street Equipment

DESCRIPTION/BACKGROUND:

The Street Division relies on a fleet of heavy equipment to support essential year-round operations, including snow removal, leaf pick up, branch pick up, hauling materials for water and wastewater utility repairs, supporting capital projects, and maintaining safe and accessible roadways. Several core equipment in the City's fleet have reached or exceeded their useful service life, resulting in escalating maintenance costs, increased equipment rental costs, reliability concerns, operational delays, and reduced efficiency during critical weather events. The FY26 budget includes equipment replacements to improve reliability, operational capacity, and worker safety.

Four pieces of equipment are requested for replacement, three of which were budgeted for in FY26:

1. End Loader (included in FY26 budget)
2. Dump Truck (included in FY26 budget)
3. All-Wheel-Drive Motor Grader (included in FY26 budget)
4. Loader-Mounted Snow Blower

These units are available through established Sourcewell cooperative purchasing contracts, attached to this Agenda Report for reference, which comply with Idaho Code §67-2807 and §67-2808(2), and allow the City to leverage competitively bid pricing.

1. End Loader – Streets Division

The Streets Division's existing end loader is approximately 25 years old, far beyond the typical 12-year useful life recommended by the American Public Works Association (APWA). This loader supports snow hauling, leaf and branch pickup, and general material handling. Its age has resulted in increased downtime, limited parts availability, and reduced operational efficiency. Replacement will restore reliable performance throughout the year.

The proposed John Deere End Loader (Wheel Loader) is available through the Sourcewell Contract 011723-JDC at a total cost of $232,500.

2. Dump Truck – Streets Division

Dump trucks are essential for year-round operations, including snow hauling, branch and leaf pick up, street paving/patching, utility support, and have the potential to be outfitted to support brine/water application for roadway maintenance. The primary dump truck serving these functions was manufactured in 1989, had reached the end of its service life, and was facing significant repair costs. In anticipation of

its scheduled FY26 replacement, the unit was retired and sent to surplus. The 2006 de-icer truck, used for brine and water applications, is also experiencing significant rust and mechanical failures. Both units have exceeded their expected 10- to 12-year APWA useful life by decades, resulting in escalating maintenance costs and reduced operational availability.

A replacement dump truck was included in the FY26 budget. The proposed 2027 Freightliner 114SD with a 12-foot Cobalt dump body will be capable of supporting all dump truck operations and brine/water application. This will restore dependable hauling capacity and support winter maintenance operations. The total purchase price is $307,088.09, procured under Sourcewell Cooperative Contract 032824-DAI. If approved, the de-icer truck will be included in the surplus.

3. All-Wheel-Drive Motor Grader – Streets Division

The FY2025 budget includes replacement of one of two graders (both manufactured in 1999) to ensure snow-clearing efficiency, particularly at intersections where ice buildup is common and in the downtown core during large storm events when coordinated grading and snow blowing are required. The existing grader is aging and lacks modern controls, visibility, and traction features that increase efficiency and safety during major storms. A new grader will also support summer maintenance, including shoulder work, gravel road shaping, and site clearing.

The proposed John Deere 772G-Tier AWD grader is available through Sourcewell Contract 011723-JDC and is competitively priced at a total cost of $389,000.

4. Loader-Mounted Snow Blower – Streets Division (Downtown Operations)

A functioning snow blower is critical for clearing accumulated snow from Sandpoint's downtown core without pushing snow onto sidewalks and blocking business access. The snow blower enables crews to move snow directly into haul trucks, a process essential in narrow downtown rights-of-way.

The City's existing blower has experienced repeated mechanical failures, including a major engine rebuild exceeding $50,000, yet reliability issues continue. Rental options for this specialty equipment are extremely limited and costly (a 2024 rental exceeded $12,000 per month) and often unavailable locally during major storms.

Without this equipment, crews cannot reliably maintain safe downtown access, which impacts businesses, pedestrian safety, ADA mobility, and winter commerce.

The proposed LaRue D45 loader-mounted two-stage blower is available via Sourcewell Contract 062222-JAL. The total cost is $205,256.80. If approved, the existing snow blower will be retired and included with the next surplus.

FINANCIAL IMPACT

The three budgeted equipment purchases (end loader, dump truck, and grader) total $928,588.99, which is $121,411.01 under the FY26 equipment allocation. Purchasing all four units, including the snow blower, brings the total to approximately $1,133,845.79, or $83,845.79 over the original equipment budget. This additional investment is justified and can be accommodated within existing budget appropriations.

Rental costs for a snow blower continue to escalate and are dependent on availability during peak storm events. Based on last year's rental of more than $12,000 per month and the closest availability of the rental was from Colorado, staff is concerned that snow blower rental costs could exceed $72,000 next winter alone. Acquiring a new blower now avoids these potential costs and ensures operational reliability during major storm events.

To cover the remaining funding needed for the snow blower, staff proposes using savings within the Street Division's FY26 budget as well as unspent funds from the Boyer Culvert Emergency Repair, which came in under the $500,000 expenditure authority, recognizing the need for an operable snow plow as an emergency expense. Current projections indicate that both winter operations and emergency repair expenses will come in below budgeted amounts, allowing the City to reallocate these savings without affecting other planned work or requiring budget amendment.

This approach allows the City to leverage FY26 savings to avoid significantly higher future rental and repair costs, reduce operational risk during winter storms, and fully replace essential equipment that is at the end of its useful life.

STAFF RECOMMENDATION:

Staff recommends City Council consider approval of Purchase Order No. 26-1672 to Pape Machinery for John Deere 544PZT End Loader in the amount of $232,500.00.

Staff recommends City Council consider approval of Purchase Order No. 26-1668 to Freightliner Northwest for Cobalt Dump Truck in the amount of $307,088.09.

Staff recommends City Council consider approval of Purchase Order No. 26-1675 to Pape Machinery, Inc. for All-Wheel-Drive Motor Grader in the amount of $389,000.00.

Staff recommends City Council consider approval of Purchase Order No. 26-1669 to Solid Waste Systems, Inc. for Loader Mounted Blower in the amount of $205,256.80.

ACTION:

City Council approval of Purchase Order No. 26-1672 to Pape Machinery for John Deere 544PZT End Loader in the amount of $232,500.00.

City Council approval of Purchase Order No. 26-1668 to Freightliner Northwest for Cobalt Dump Truck in the amount of $307,088.09.

City Council approval of Purchase Order No. 26-1675 to Pape Machinery, Inc. for All-Wheel-Drive Motor Grader in the amount of $389,000.00.

City Council approval of Purchase Order No. 26-1669 to Solid Waste Systems, Inc. for Loader Mounted Blower in the amount of $205,256.80.

WILL THERE BE ANY FINANCIAL IMPACT? YES HAS THIS ITEM BEEN BUDGETED? YES, within FY26 budget

ATTACHMENTS:

1. Proposed Resolution
2. PO 26-1672 to Pape Machinery for End Loader
3. Pape Machinery End Loader Quote
4. PO 26-1668 to Freightliner Northwest for Cobalt Dump Truck
5. Freightliner Northwest for Cobalt Dump Truck Quote
6. PO 26-1675 to Pape Machinery, Inc. for All-Wheel-Drive Motor Grader
7. Pape Machinery, Inc. for All-Wheel-Drive Motor Grader
8. Purchase Order No. 26-1669 to Solid Waste Systems, Inc. for Loader Mounted Blower
9. Solid Waste Systems, Inc. for Loader Mounted Snow Blower Quote
10. Sourcewell Daimler Contract 032824- Freightliner
11. Sourcewell John Deere Contract 011723

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1668 TO FREIGHTLINER NORTHWEST FOR COBALT DUMP TRUCK

WHEREAS: City staff recommend the purchase of a Cobalt Dump Truck to replace the existing dump truck and de-icer truck currently utilized by the Sandpoint Public Works Department;

WHEREAS: The existing dump truck and de-icer truck, manufactured in 1989 and 2006, respectively, have exceeded the useful life standard of ten years, as recommended by the American Public Works Association;

WHEREAS: The existing equipment's age and declining reliability affect the City's ability to meet operational demands efficiently, particularly during winter and seasonal maintenance activities;

WHEREAS: Replacing the aging units with the proposed 2027 Freightliner 114SD, equipped with a 12-foot Cobalt dump body and complete hydraulics package, will restore dependable operational capacity, improve safety and efficiency, and support brine and water application needed for improved snow and ice control;

WHEREAS: If approved, this vehicle will be purchased through the competitively bid Sourcewell Cooperative Contract 032824-DAI, in compliance with Idaho Code §§ 67-2807 and 67-2808(2), allowing the City to secure favorable pricing without conducting a separate bid; and

WHEREAS: This is a budgeted purchase, provided for within the approved FY2026 Budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1668 to Freightliner Northwest in the amount of $307,088.09, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1668**

SUPPLIER:

VENDOR: 004269

FREIGHTLINER NORTHWEST
GORDON TRUCK CENTERS INC 277 STEWART RD SW
PACIFIC, WA 98047
PH: (509) 744-0390
EMAIL: HOLLY.SUREK@GORDONTRUCKCENTERS.COM

SHIP TO:

PO Ship Code 'JOB'

,

Description: 2027 FREIGHLINER 114SD CHASSIS W/ COBALT 12' DUMP BODY INSTALLED W/HYDRAULICS PACKAGE

Details: SOURCEWELL DAIMER CONTRACT 032824-DAI

Internal Use Only: SOURCEWELL DAIMER CONTRACT 032824-DAI

Item No.	QTY	Unit	Description	Unit Price	Amount
2027 FREIGHTLINER 114SD	1.00	Units	2027 FREIGHTLINER 114SD 01-3100-7741-0000-31099430	189,908.96 189,908.96	
SOURCEWELL DISCOUNT ON FREIGHTLINER	1.00	DISCOUN	SOURCEWELL DISCOUNT ON FREIGHTLINER 01-3100-7741-0000-31099430	(60,770.87) (60,770.87)	
COBALT 12' DUMP BODY INSTALLED	1.00	Units	COBALT 12' DUMP BODY INSTALLED 01-3100-7741-0000-31099430	177,750.00 177,750.00	
ADMIN FEES	1.00	DOLLAR	ADMIN FEES 01-3100-7741-0000-31099430	200.00 200.00	
				Total:	$307,088.0

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1668**

4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

GORDON TRUCK CENTERS DEALER FAMILY

City Of Sandpoint, Account 138917

MY2027 Freightliner 114SD Quote Details

Sourcewell Contract 032824-DAI

Freightliner 114SD Chassis Pricing:

Cab & Chassis Retail Price	$189,908.96
Sourcewell Discount	$(60,770.87)
Chassis Subtotal:	**$129,138.09**

Additional Items:

Cobalt Installed 12’ Dump Body	
And Complete Hydraulics Package	$177,750.00

Summary

Chassis Price	$129,138.09
Additional Items Total	$177,750.00
Admin Fee	$200.00
Total Sale Price	**307,088.09**

Prepared for:
Wes Albin
SANDPOINT CITY OF
1123 Lake St
Sandpoint, ID 83864
Phone: 208-946-2068

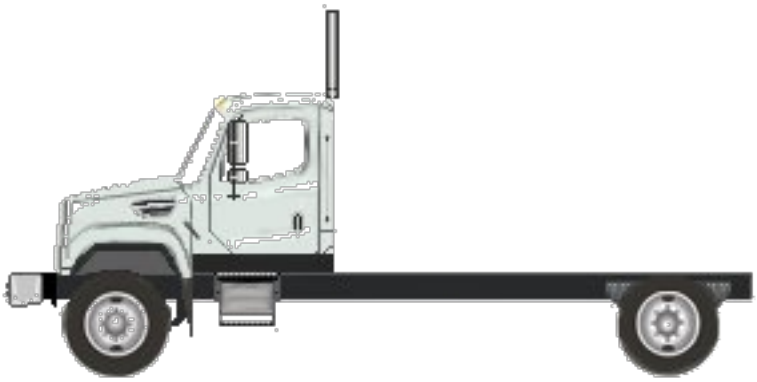
Prepared
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

A proposal for
SANDPOINT CITY OF

Prepared by
FREIGHTLINER NORTHWEST
Conrad Eubanks

Oct 16, 2025

Freightliner 114SD Plus



Components shown may not reflect all spec'd options and are not to scale

Prepared for:
Wes Albin
SANDPOINT CITY OF
1123 Lake St
Sandpoint, ID 83864
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Wes Albin,

Conrad Eubanks

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TABLE OF CONTENTS

SPECIFICATION PROPOSAL 4
CONDENSED SPECIFICATION PROPOSAL 19

Prepared for:
Wes Albin
SANDPOINT CITY OF
1123 Lake St
Sandpoint, ID 83864
Phone: 208-946-2068

Prepared
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

S P E C I F I C A T I O N P R O P O S A L

Data Code	Description	Weight Front	Weight Rear
Price Level			
PRL-30D	SD PRL-30D (EFF:MY27 ORDERS)		
Data Version			
DRL-009	SPECPRO21 DATA RELEASE VER 009		
Vehicle Configuration			
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
004-227	2027 MODEL YEAR SPECIFIED		
002-003	SET FORWARD AXLE - TRUCK		
019-006	TRAILER TOWING PROVISION AT END OF FRAME WITH SAE J560	10	10
003-001	LH PRIMARY STEERING LOCATION		
General Service			
AA1-003	TRUCK/TRAILER CONFIGURATION		
AA6-002	DOMICILED, USA 50 STATES (EPA CLEAN IDLE LABEL OR NO CLEAN IDLE REQUIRED)		
99D-027	EPA CLEAN IDLE LABEL - (INCLUDES 6X4 INCH LABEL ON LOWER FORWARD OF DRIVER DOOR)		
A85-011	CONSTRUCTION SERVICE		
A84-1GM	GOVERNMENT BUSINESS SEGMENT		
AA4-010	DIRT/SAND/ROCK COMMODITY		
AA5-002	TERRAIN/DUTY: 100% (ALL) OF THE TIME, IN TRANSIT, IS SPENT ON PAVED ROADS		
AB1-008	MAXIMUM 8% EXPECTED GRADE		
AB5-001	SMOOTH CONCRETE OR ASPHALT PAVEMENT - MOST SEVERE IN-TRANSIT (BETWEEN SITES) ROAD SURFACE		
995-1AE	FREIGHTLINER LEVEL II WARRANTY		
A66-99D	EXPECTED FRONT AXLE(S) LOAD : 18000.0 lbs		
A68-99D	EXPECTED REAR DRIVE AXLE(S) LOAD : 23000.0 lbs		
A63-99D	EXPECTED GROSS VEHICLE WEIGHT CAPACITY : 41000.0 lbs		

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FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
A70-99D	EXPECTED GROSS COMBINATION WEIGHT : 80000.0 lbs		
Truck Service			
AA3-004	END DUMP BODY		
AF3-1N5	COBALT TRUCK EQUIPMENT		
Engine			
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Electronic Parameters			
79A-070	70 MPH ROAD SPEED LIMIT		
79B-000	CRUISE CONTROL SPEED LIMIT SAME AS ROAD SPEED LIMIT		
79U-001	PTO GOVERNOR RAMP RATE - 25 RPM PER SECOND		
79W-024	CRUISE CONTROL BUTTON PTO CONTROL		
80G-015	PTO MINIMUM RPM - 800		
80J-002	REGEN INHIBIT SPEED THRESHOLD - 5 MPH		
80S-004	PTO 1, DASH SWITCH, ENGAGE WHILE DRIVING		
80V-002	ENGINE MOUNT PTO, DASH SWITCH ENGAGES PTO MODE, DRIVING OPERATION		
Engine Equipment			
99C-024	EPA 2010/GHG 2024 CONFIGURATION		
13E-001	STANDARD OIL PAN		
105-001	ENGINE MOUNTED OIL CHECK AND FILL		
014-099	SIDE OF HOOD AIR INTAKE WITH FIREWALL MOUNTED DONALDSON AIR CLEANER		
124-1D7	DR 12V 160 AMP 28-SI QUADRAMOUNT PAD ALTERNATOR WITH REMOTE BATTERY VOLT SENSE		
292-236	(3) DTNA GENUINE, FLOODED STARTING, MIN 3000CCA, 555RC, THREADED STUD BATTERIES		
290-017	BATTERY BOX FRAME MOUNTED		
281-001	STANDARD BATTERY JUMPERS		
282-001	SINGLE BATTERY BOX FRAME MOUNTED LH SIDE UNDER CAB		
291-017	WIRE GROUND RETURN FOR BATTERY CABLES WITH ADDITIONAL FRAME GROUND RETURN		
289-001	NON-POLISHED BATTERY BOX COVER		
293-060	NON-ESSENTIAL POSITIVE LOAD DISCONNECT, LOCKING IN CAB CONTROL SWITCH MOUNTED OUTBOARD OF DRIVER SEAT	2	

Prepared for:
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SANDPOINT CITY OF
1123 Lake St
Sandpoint, ID 83864
Phone: 208-946-2068

Prepared
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
295-029	POSITIVE AND NEGATIVE POSTS FOR JUMPSTART LOCATED ON FRAME NEXT TO STARTER	2	
306-015	PROGRESSIVE LOW VOLTAGE DISCONNECT AT 12.3 VOLTS FOR DESIGNATED CIRCUITS	2	
107-032	CUMMINS TURBOCHARGED 18.7 CFM AIR COMPRESSOR WITH INTERNAL SAFETY VALVE		
152-041	ELECTRONIC ENGINE INTEGRAL SHUTDOWN PROTECTION SYSTEM		
128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
28F-014	ENGINE AFTERTREATMENT DEVICE, AUTOMATIC OVER THE ROAD REGENERATION AND VIRTUAL REGENERATION REQUEST SWITCH IN CLUSTER		
239-038	11 FOOT 06 INCH (138 INCH+0/-5.9 INCH) EXHAUST SYSTEM HEIGHT		
237-1CR	RH CURVED VERTICAL TAILPIPE B-PILLAR MOUNTED ROUTED FROM STEP		
23U-002	13 GALLON DIESEL EXHAUST FLUID TANK		
30N-003	100 PERCENT DIESEL EXHAUST FLUID FILL		
23Y-001	STANDARD DIESEL EXHAUST FLUID PUMP MOUNTING		
43X-002	LH MEDIUM DUTY STANDARD DIESEL EXHAUST FLUID TANK LOCATION		
43Y-001	STANDARD DIESEL EXHAUST FLUID TANK CAP		
242-011	ALUMINUM AFTERTREATMENT DEVICE/MUFFLER/TAILPIPE SHIELD(S)		
273-058	AIR POWERED ON/OFF ENGINE FAN CLUTCH		
276-002	AUTOMATIC FAN CONTROL WITH DASH SWITCH AND INDICATOR LIGHT, NON ENGINE MOUNTED		
110-003	CUMMINS SPIN ON FUEL FILTER		
118-008	COMBINATION FULL FLOW/BYPASS OIL FILTER		
120-998	NO COOLANT FILTER	-10	
266-017	1300 SQUARE INCH ALUMINUM RADIATOR	-50	
103-039	ANTIFREEZE TO -34F, OAT (NITRITE AND SILICATE FREE) EXTENDED LIFE COOLANT		
171-007	GATES BLUE STRIPE COOLANT HOSES OR EQUIVALENT		

Prepared for:
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10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
172-001	CONSTANT TENSION HOSE CLAMPS FOR COOLANT HOSES		
270-016	RADIATOR DRAIN VALVE		
360-013	1350 ADAPTER FLANGE FOR FRONT PTO PROVISION	20	
138-011	PHILLIPS-TEMRO 1000 WATT/115 VOLT BLOCK HEATER	4	
140-022	CHROME ENGINE HEATER RECEPTACLE MOUNTED UNDER LH DOOR		
132-004	ELECTRIC GRID AIR INTAKE WARMER		
155-058	DELCO 12V 38MT HD STARTER WITH INTEGRATED MAGNETIC SWITCH	-35	
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Transmission Equipment			
343-339	ALLISON VOCATIONAL PACKAGE 223 - AVAILABLE ON 3000/4000 PRODUCT FAMILIES WITH VOCATIONAL MODELS RDS, HS, MH AND TRV		
84B-002	ALLISON VOCATIONAL RATING FOR CONCRETE MIXER APPLICATIONS ONLY AVAILABLE WITH 3000 PRODUCT FAMILIES		
84C-023	PRIMARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84D-023	SECONDARY MODE GEARS, LOWEST GEAR 1, START GEAR 1, HIGHEST GEAR 6, AVAILABLE FOR 3000/4000 PRODUCT FAMILIES ONLY		
84E-000	PRIMARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84F-000	SECONDARY SHIFT SCHEDULE RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84G-000	PRIMARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84H-000	SECONDARY SHIFT SPEED RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		
84J-000	ENGINE BRAKE RANGE PRESELECT RECOMMENDED BY DTNA AND ALLISON, THIS DEFINED BY ENGINE AND VOCATIONAL USAGE		

Prepared for:
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SANDPOINT CITY OF
1123 Lake St
Sandpoint, ID 83864
Phone: 208-946-2068

Prepared
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
84K-002	2ND GEAR ENGINE BRAKE ALTERNATE PRESELECT WITH MODERATE DOWNSHIFT STRATEGY		
84N-004	FUEL SENSE 2.0 PLUS - DYNACTIVE: PERFORMANCE, NEUTRAL AT STOP: ACTIVE		
84U-000	DRIVER SWITCH INPUT - DEFAULT - NO SWITCHES		
84V-001	DIRECTION CHANGE ENABLED WITH MULTIPLEXED SERVICE BRAKES - ALLISON 5TH GEN TRANSMISSIONS		
353-075	QUICKFIT BODY LIGHTING CONNECTOR AT END OF FRAME, WITH CAP		
34C-011	ELECTRONIC TRANSMISSION WIRING TO CUSTOMER INTERFACE CONNECTOR		
362-2JT	CUSTOMER INSTALLED CHELSEA 281 SERIES PTO	50	
363-001	PTO MOUNTING, LH SIDE OF MAIN TRANSMISSION ALLISON		
341-018	MAGNETIC PLUGS, ENGINE DRAIN, TRANSMISSION DRAIN, AXLE(S) FILL AND DRAIN		
345-078	HEAVY DUTY ELECTRONIC TRANSMISSION SHIFT CONTROL, COLUMN MOUNTED		
97G-004	TRANSMISSION PROGNOSTICS - ENABLED 2013		
370-015	WATER TO OIL TRANSMISSION COOLER, IN RADIATOR END TANK	-15	
346-003	TRANSMISSION OIL CHECK AND FILL WITH ELECTRONIC OIL LEVEL CHECK		
35T-001	ATF-SYNTHETIC AUTOMATIC TRANSMISSION FLUID		
Front Axle and Equipment			
400-1AB	MERITOR MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	250	
402-030	MERITOR 16.5X6 Q+ CAST SPIDER CAM FRONT BRAKES, DOUBLE ANCHOR, FABRICATED SHOES	10	
403-002	NON-ASBESTOS FRONT BRAKE LINING		
419-001	CAST IRON OUTBOARD FRONT BRAKE DRUMS		
409-006	FRONT OIL SEALS		
408-001	VENTED FRONT HUB CAPS WITH WINDOW, CENTER AND SIDE PLUGS - OIL		
416-022	STANDARD SPINDLE NUTS FOR ALL AXLES		
405-002	MERITOR AUTOMATIC FRONT SLACK ADJUSTERS		
406-001	STANDARD KING PIN BUSHINGS		

Prepared for:
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Prepared
Conrad Eubanks
FREIGHTLINER NORTHWEST
10310 W WESTBOW ROAD
SPOKANE, WA 99224
Phone:

Data Code	Description	Weight Front	Weight Rear
536-055	TRW THP-60 POWER STEERING WITH RCH45 AUXILIARY GEAR	130	
539-003	POWER STEERING PUMP		
534-003	4 QUART POWER STEERING RESERVOIR		
533-001	OIL/AIR POWER STEERING COOLER		
40T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 FRONT AXLE LUBE		
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
619-004	GRAPHITE BRONZE BUSHINGS WITH SEALS - FRONT SUSPENSION		
410-998	NO FRONT SHOCK ABSORBERS	-30	
Rear Axle and Equipment			
420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,270
421-513	5.13 REAR AXLE RATIO		
424-001	IRON REAR AXLE CARRIER WITH STANDARD AXLE HOUSING		
386-094	RPL14 MERITOR SERVICE-FREE MAIN DRIVELINE WITH HALF ROUND (17T) YOKES		
452-001	DRIVER CONTROLLED TRACTION DIFFERENTIAL - SINGLE REAR AXLE		20
878-018	(1) DRIVER CONTROLLED DIFFERENTIAL LOCK REAR VALVE FOR SINGLE DRIVE AXLE		
87B-008	INDICATOR LIGHT FOR EACH DIFFERENTIAL LOCKOUT SWITCH		
423-020	MERITOR 16.5X7 Q+ CAST SPIDER CAM REAR BRAKES, DOUBLE ANCHOR, FABRICATED SHOES		
433-002	NON-ASBESTOS REAR BRAKE LINING		
434-012	BRAKE CAMS AND CHAMBERS ON REAR SIDE OF DRIVE AXLE(S)		
451-001	CAST IRON OUTBOARD REAR BRAKE DRUMS		-10
440-006	REAR OIL SEALS		
426-100	WABCO TRISTOP D LONGSTROKE 1-DRIVE AXLE SPRING PARKING CHAMBERS		-20
428-002	MERITOR AUTOMATIC REAR SLACK ADJUSTERS		
41T-002	CURRENT AVAILABLE SYNTHETIC 75W-90 REAR AXLE LUBE		
42T-001	STANDARD REAR AXLE BREATHER(S)		
Rear Suspension			

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Data Code	Description	Weight Front	Weight Rear
622-001	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		-460
621-001	SPRING SUSPENSION - NO AXLE SPACERS		
431-001	STANDARD AXLE SEATS IN AXLE CLAMP GROUP		
623-005	FORE/AFT CONTROL RODS		
Pusher / Tag Equipment			
429-998	NO PUSHER/TAG BRAKE DUST SHIELDS		
Brake System			
490-100	WABCO 4S/4M ABS		
871-001	REINFORCED NYLON, FABRIC BRAID AND WIRE BRAID CHASSIS AIR LINES		
904-001	FIBER BRAID PARKING BRAKE HOSE		
412-001	STANDARD BRAKE SYSTEM VALVES		
46D-002	STANDARD AIR SYSTEM PRESSURE PROTECTION SYSTEM		
413-002	STD U.S. FRONT BRAKE VALVE		
432-003	RELAY VALVE WITH 5-8 PSI CRACK PRESSURE, NO REAR PROPORTIONING VALVE		
480-088	WABCO SYSTEM SAVER HP WITH INTEGRAL AIR GOVERNOR AND HEATER		
479-015	AIR DRYER FRAME MOUNTED		
460-001	STEEL AIR BRAKE RESERVOIRS		
477-001	PULL CABLE ON WET TANK, PETCOCK DRAIN VALVES ON ALL OTHER AIR TANKS		
Trailer Connections			
476-998	NO AIR HOSE HANGER		
914-001	AIR CONNECTIONS TO END OF FRAME WITH GLAD HANDS FOR TRUCK AND NO DUST COVERS		
296-026	PRIMARY CONNECTOR/RECEPTACLE WIRED FOR SEPARATE STOP/TURN, CENTER PIN POWERED THROUGH IGNITION WITH STOP SIGNAL PREWIRE PACKAGE		
50V-002	PDI INSTALLED ELECTRIC BRAKE CONTROLLER		
303-025	SAE J560 7-WAY PRIMARY TRAILER CABLE RECEPTACLE MOUNTED END OF FRAME		
Wheelbase & Frame			
545-482	4825MM (190 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	90	190

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Data Code	Description	Weight Front	Weight Rear
547-034	PARTIAL INNER FRAME REINFORCEMENT AT FRONT SUSPENSION	180	
548-803	TEM TO EVALUATE AND INSTALL FRAME RAIL REINFORCEMENT AS NEEDED FOR FRONT FRAME MOUNTED EQUIPMENT		
552-030	1600MM (63 INCH) REAR FRAME OVERHANG		
55W-006	FRAME OVERHANG RANGE: 61 INCH TO 70 INCH		
549-002	24 INCH INTEGRAL FRONT FRAME EXTENSION	140	-20
AC8-99D	CALC'D BACK OF CAB TO REAR SUSP C/L (CA) : 106.5 in		
AE8-99D	CALCULATED EFFECTIVE BACK OF CAB TO REAR SUSPENSION C/L (CA) : 103.5 in		
AE4-99D	CALC'D FRAME LENGTH - OVERALL : 304.64 in		
FSS-0LH	CALCULATED FRAME SPACE LH SIDE : 70.08 in		
FSS-0RH	CALCULATED FRAME SPACE RH SIDE : 73.88 in		
AM6-99D	CALC'D SPACE AVAILABLE FOR DECKPLATE : 0.0 in		
553-001	SQUARE END OF FRAME		
550-001	FRONT CLOSING CROSSMEMBER		
559-001	STANDARD WEIGHT ENGINE CROSSMEMBER		
562-001	STANDARD MIDSHIP #1 CROSSMEMBER(S)		
572-001	STANDARD REARMOST CROSSMEMBER		
565-001	STANDARD SUSPENSION CROSSMEMBER		
Chassis Equipment			
556-1AG	16.5 INCH PAINTED STEEL STRAIGHT BUMPER		
574-001	BUMPER MOUNTING FOR SINGLE LICENSE PLATE		
585-998	NO MUDFLAP BRACKETS		
590-998	NO REAR MUDFLAPS		
551-007	GRADE 8 THREADED HEX HEADED FRAME FASTENERS		
44Z-002	EXTERIOR HARNESSES WRAPPED IN ABRASION TAPE		
Fifth Wheel			
578-998	NO FIFTH WHEEL		
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
218-006	25 INCH DIAMETER FUEL TANK(S)		

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Data Code	Description	Weight Front	Weight Rear
215-005	PLAIN ALUMINUM/PAINTED STEEL FUEL/HYDRAULIC TANK(S) WITH PAINTED BANDS		
212-007	FUEL TANK(S) FORWARD		
664-001	PLAIN STEP FINISH		
205-001	FUEL TANK CAP(S)		
122-1H3	DETROIT FUEL/WATER SEPARATOR WITH WATER IN FUEL SENSOR	10	
216-020	EQUIFLO INBOARD FUEL SYSTEM		
202-016	HIGH TEMPERATURE REINFORCED NYLON FUEL LINE		
Tires			
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		80
Hubs			
418-060	CONMET PRESET PLUS PREMIUM IRON FRONT HUBS		
450-060	CONMET PRESET PLUS PREMIUM IRON REAR HUBS		
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
496-011	FRONT WHEEL MOUNTING NUTS		
497-011	REAR WHEEL MOUNTING NUTS		
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
650-008	AIR CAB MOUNTING		
648-002	NONREMOVABLE BUGSCREEN MOUNTED BEHIND GRILLE		
667-001	FRONT FENDERS		
678-001	LH AND RH GRAB HANDLES		
646-041	STATIONARY BLACK GRILLE		
65X-004	BLACK HOOD MOUNTED AIR INTAKE GRILLE		
644-004	FIBERGLASS HOOD		
652-001	FREIGHTLINER NAME PLATES		

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Data Code	Description	Weight Front	Weight Rear
690-017	HOOD LINER, ADDED FIREWALL AND FLOOR HEAT INSULATION	5	
727-1AF	SINGLE 14 INCH ROUND HADLEY AIR HORN UNDER LH DECK		
726-001	SINGLE ELECTRIC HORN		
575-001	REAR LICENSE PLATE MOUNT END OF FRAME		
312-068	HALOGEN COMPOSITE HEADLAMPS WITH BLACK BEZELS		
302-047	LED AERODYNAMIC MARKER LIGHTS		
314-824	WIRING AND SWITCH FOR CUSTOMER FURNISHED SNOW PLOW LAMPS WITH DUAL CONNECTIONS AT BUMPER		
311-001	DAYTIME RUNNING LIGHTS		
294-001	INTEGRAL STOP/TAIL/BACKUP LIGHTS		
300-015	STANDARD FRONT TURN SIGNAL LAMPS		
318-002	(1) SWIVEL UTILITY LIGHT HIGH BACK OF CAB OR ROOF MOUNTED	3	
744-1BK	DUAL WEST COAST MOLDED-IN COLOR HEATED MIRRORS WITH LH AND RH REMOTE		
797-001	DOOR MOUNTED MIRRORS		
796-001	102 INCH EQUIPMENT WIDTH		
743-1AP	LH AND RH 8 INCH MOLDED-IN COLOR CONVEX MIRRORS M0UNTED UNDER PRIMARY MIRRORS		
74B-1B5	LH AND RH BRIGHT FINISH CROSS VIEW COMPLIANT HOOD MOUNTED CONVEX MIRRORS WITH SWING ARM MOUNTING	8	
729-001	STANDARD SIDE/REAR REFLECTORS		
677-054	RH AFTERTREATMENT SYSTEM CAB ACCESS WITH PLAIN DIAMOND PLATE COVER		
768-043	63X14 INCH TINTED REAR WINDOW		
661-004	TINTED DOOR GLASS LH AND RH WITH TINTED OPERATING WING WINDOWS		
654-011	RH AND LH ELECTRIC POWERED WINDOWS		
769-002	LOWER RH DOOR WINDOW WITH FRESNEL LENS	7	
663-013	1-PIECE SOLAR GREEN GLASS WINDSHELD		
659-007	8 LITER (2 GAL) WINDSHIELD WASHER RESERVOIR, CAB MOUNTED, WITHOUT FLUID LEVEL INDICATOR		
647-001	WHITE WINTERFRONT	2	
Cab Interior			
055-019	RUGGED TRIM PACKAGE		

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Data Code	Description	Weight Front	Weight Rear
707-107	GRAY & CARBON VINYL INTERIOR "RUGGED"		
70K-020	CARBON WITH PREMIUM GUNMETAL ACCENT (RUGGED)		
706-013	MOLDED DOOR PANEL		
708-013	MOLDED PLASTIC DOOR PANEL		
772-006	BLACK MATS WITH SINGLE INSULATION		
785-026	(1)DASH MOUNTED 12V POWER OUTLET, (1)DASH MOUNTED DUAL USB-C OUTLET		
691-001	FORWARD ROOF MOUNTED CONSOLE		
693-036	LH DOOR STORAGE POCKET		
738-021	DIGITAL ALARM CLOCK IN DRIVER DISPLAY		
742-007	(2) CUP HOLDERS LH AND RH DASH		
680-029	M2/SD DASH		
720-003	5 LB. FIRE EXTINGUISHER	10	
700-002	HEATER, DEFROSTER AND AIR CONDITIONER		
701-001	STANDARD HVAC DUCTING		
703-005	MAIN HVAC CONTROLS WITH RECIRCULATION SWITCH		
170-015	STANDARD HEATER PLUMBING		
130-041	VALEO HEAVY DUTY A/C REFRIGERANT COMPRESSOR		
702-002	BINARY CONTROL, R-134A		
739-033	STANDARD INSULATION		
285-013	SOLID-STATE CIRCUIT PROTECTION AND FUSES		
280-007	12V NEGATIVE GROUND ELECTRICAL SYSTEM		
324-1B3	STANDARD LED CAB LIGHTING		
787-998	NO SECURITY DEVICE		
657-001	DOOR LOCKS AND IGNITION SWITCH KEYED THE SAME		
78G-004	KEY QUANTITY OF 4		
655-005	LH AND RH ELECTRIC DOOR LOCKS		
740-998	NO MATTRESS	-20	-15
756-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION DRIVERS SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	30	
760-338	BASIC ISRINGHAUSEN HIGH BACK AIR SUSPENSION PASSENGER SEAT WTIH MECHANICAL LUMBAR AND INTEGRATED CUSHION EXTENSION	25	10

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Data Code	Description	Weight Front	Weight Rear
759-005	DUAL DRIVER AND PASSENGER SEAT ARMRESTS	8	
711-004	LH AND RH INTEGRAL DOOR PANEL ARMRESTS		
758-143	RUGGED CLOTH BLACK WITH GRAY DRIVER SEAT		
761-143	RUGGED CLOTH BLACK WITH GRAY PASSENGER SEAT		
763-101	BLACK SEAT BELTS		
532-002	ADJUSTABLE TILT AND TELESCOPING STEERING COLUMN		
540-044	4-SPOKE 18 INCH (450MM) BLACK STEERING WHEEL WITH SWITCHES		
765-002	DRIVER AND PASSENGER INTERIOR SUN VISORS		
Instruments & Controls			
106-002	ELECTRONIC ACCELERATOR CONTROL		
732-998	NO INSTRUMENT PANEL-DRIVER		
734-022	FULLY CONFIGURABLE CENTER INSTRUMENT PANELS		
87L-001	ENGINE REMOTE INTERFACE WITH PARK BRAKE INTERLOCK		
870-002	BRIGHT ARGENT FINISH GAUGE BEZELS		
486-001	LOW AIR PRESSURE INDICATOR LIGHT AND AUDIBLE ALARM		
838-001	(1) PNEUMATIC SINGLE BRAKE APPLICATION AIR GAUGE		
840-001	DUAL NEEDLE PRIMARY AND SECONDARY AIR PRESSURE GAUGE		
198-025	INTAKE MOUNTED AIR RESTRICTION INDICATOR WITHOUT GRADUATIONS		
721-003	87 DECIBELS TO 112 DECIBELS AUTOMATIC SELF-ADJUSTING BACKUP ALARM		3
149-015	ELECTRONIC CRUISE CONTROL WITH CONTROLS ON STEERING WHEEL SPOKES		
156-007	KEY OPERATED IGNITION SWITCH AND INTEGRAL START POSITION; 4 POSITION OFF/RUN/START/ACCESSORY		
811-044	PREMIUM INSTRUMENT CLUSTER WITH 5.0 INCH TFT COLOR DISPLAY		
81B-003	DIGITAL PANEL LAMP DIMMER SWITCH IN DRIVER DISPLAY		
160-038	HEAVY DUTY ONBOARD DIAGNOSTICS INTERFACE CONNECTOR LOCATED BELOW LH DASH		

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Data Code	Description	Weight Front	Weight Rear
844-001	2 INCH ELECTRIC FUEL GAUGE		
148-072	ENGINE REMOTE INTERFACE WITH ONE OR MORE SET SPEEDS		
48H-003	QUICKFIT POWERTRAIN INTERFACE CONNECTOR UNDER CAB WITH CAPS		
4CG-004	4 EXTRA PROGRAMMABLE SWITCHES/INDICATORS		
48C-003	QUICKFIT PROGRAMMABLE INTERFACE CONNECTOR(S) UNDER CAB WITH CAP		
163-014	ENGINE REMOTE INTERFACE CONNECTOR AT POWERTRAIN INTERFACE CONNECTOR		
856-001	ELECTRICAL ENGINE COOLANT TEMPERATURE GAUGE		
852-002	ELECTRIC ENGINE OIL PRESSURE GAUGE		
864-022	DIGITAL TRANSMISSION OIL TEMPERATURE IN DRIVER DISPLAY		
867-004	ELECTRONIC OUTSIDE TEMPERATURE SENSOR DISPLAY IN DRIVER MESSAGE CENTER		
830-017	ENGINE AND TRIP HOUR METERS INTEGRAL WITHIN DRIVER DISPLAY		
372-123	PTO CONTROLS FOR ENHANCED VEHICLE ELECTRIC/ELECTRONIC ARCHITECTURE		
73H-014	(1) BACKUP CAMERA-END OF FRAME MOUNTED WITH 15 FOOT EXTRA LONG CABLE COILED AT END OF FRAME		
736-998	NO OBSTACLE DETECTION SYSTEM		
72J-998	NO DR ASSIST SYSTEM		
49B-998	NO VEHICLE STABILITY ADVISOR OR CONTROL		
73B-998	NO LANE DEPARTURE WARNING SYSTEM		
679-998	NO OVERHEAD INSTRUMENT PANEL		
35M-010	1 QUICKFIT PROGRAMABLE MODULE (QPM/XMC)	10	
1U1-002	TOP OF DASH RAM MOUNT WITHOUT POWER OR GROUND, FOR CUSTOMER FURNISHED DEVICE		
746-143	7" B-PANEL INTERACTIVE TOUCHSCREEN DISPLAY RADIO W/ USB-C, APPLE CARPLAY, ANDROID AUTO, BLUETOOTH/AM/FM/SXM/WB, WITH MICROPHONE		
747-001	DASH MOUNTED RADIO		
750-002	(2) RADIO SPEAKERS IN CAB		
753-998	NO AM/FM RADIO ANTENNA		
748-006	POWER AND GROUND WIRING PROVISION OVERHEAD		

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Data Code	Description	Weight Front	Weight Rear
749-001	ROOF/OVERHEAD CONSOLE CB RADIO PROVISION		
752-017	MULTI-BAND AM/FM/WB/CB LH MIRROR MOUNTED ANTENNA SYSTEM		
75W-998	NO MULTIBAND ANTENNA		
78C-004	INTEROPERABLE SDAR ANTENNA, SHIP LOOSE		
810-027	ELECTRONIC MPH SPEEDOMETER WITH SECONDARY KPH SCALE, WITHOUT ODOMETER		
817-001	STANDARD VEHICLE SPEED SENSOR		
812-001	ELECTRONIC 3000 RPM TACHOMETER		
813-1C8	DETROIT CONNECT PLATFORM HARDWARE		
8D1-313	3 YEARS DAIMLER CONNECTIVITY BASE PACKAGE ON (FEATURES VARY BY MODEL) POWERED BY DETROIT CONNECT ON CUMMINS ENGINES		
6TS-008	(2) TMC RP1226 ACCESSORY CONNECTORS: (1) LOCATED BEHIND PASSENGER SIDE REMOVABLE DASH PANEL (1) CENTER OF OVERHEAD CONSOLE		
162-002	IGNITION SWITCH CONTROLLED ENGINE STOP		
264-030	(1) OVERHEAD MOUNTED LANYARD CONTROL FOR DRIVER AIR HORN		
482-001	STANDARD TRACTOR PROTECTION VALVE		
883-001	TRAILER HAND CONTROL BRAKE VALVE		
836-015	DIGITAL VOLTAGE DISPLAY INTEGRAL WITH DRIVER DISPLAY		
660-008	SINGLE ELECTRIC WINDSHIELD WIPER MOTOR WITH DELAY		
304-030	ROTARY HEADLAMP SWITCH, MARKER LIGHTS/HEADLIGHTS SWITCH WITH PULL OUT FOR OPTIONAL FOG/ROAD LAMPS		
882-004	TWO VALVE PARKING BRAKE SYSTEM WITH WARNING INDICATOR		
299-020	SELF CANCELING TURN SIGNAL SWITCH WITH DIMMER, HEADLAMP FLASH, WASH/WIPE/INTERMITTENT		
298-046	INTEGRAL ELECTRONIC TURN SIGNAL FLASHER WITH 40 AMP (20 AMP PER SIDE) TRAILER LAMP CAPACITY		
87T-998	NO WRG/SW-OPTL #2,CHAS,AIR		
Design			
065-000	PAINT: ONE SOLID COLOR		
Color			

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Data Code	Description	Weight Front	Weight Rear
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		
962-972	POWDER WHITE (N0006EA) FRONT WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
966-972	POWDER WHITE (N0006EA) REAR WHEELS/RIMS (PKWHT21, TKWHT21, W, TW)		
964-020	STANDARD BLACK BUMPER PAINT		
963-003	STANDARD E COAT/UNDERCOATING		
Certification / Compliance			
996-001	U.S. FMVSS CERTIFICATION, EXCEPT SALES CABS AND GLIDER KITS		
Secondary Factory Options			
998-032	CORPORATE PDI CENTER OPTION INSTALLATION/MODIFICATION ONLY		
999-999	SOURCEWELL CONTACT# 032824-DAI, CUSTOMER SOURCEWELL ACCOUNT# 138917		

T O T A L V E H I C L E S U M M A R Y

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8508 lbs	4001 lbs	12509 lbs
Total Weight+	8508 lbs	4001 lbs	12509 lbs

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

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CONDENSED SPECIFICATION PROPOSAL

Data Code	Description	Weight Front	Weight Rear
Vehicle Configuration			
001-177	114SD PLUS CONVENTIONAL CHASSIS	7,934	6,476
002-003	SET FORWARD AXLE - TRUCK		
Engine			
101-3BU	CUM L9 370 HP @ 2100 RPM; 2100 GOV RPM, 1250 LB-FT @ 1200 RPM	-850	-70
Engine Equipment			
128-1AN	C-BRAKE BY JACOBS WITH HIGH MED LOW BRAKE WITH BRAKE LAMPS	80	
016-1C2	RH OUTBOARD UNDER STEP MOUNTED HORIZONTAL AFTERTREATMENT SYSTEM ASSEMBLY WITH RH B-PILLAR MOUNTED VERTICAL TAILPIPE	30	25
Transmission			
342-582	ALLISON 3000 RDS AUTOMATIC TRANSMISSION WITH PTO PROVISION		
Front Axle and Equipment			
400-1AB	MERITOR MFS-18-133A 18,000# FL1 71.0 INCH KPI/3.74 INCH DROP SINGLE FRONT AXLE	250	
Front Suspension			
620-005	18,000# FLAT LEAF FRONT SUSPENSION	290	
Rear Axle and Equipment			
420-051	MERITOR RS-23-160 23,000# R-SERIES SINGLE REAR AXLE		-2,270
421-513	5.13 REAR AXLE RATIO		
Rear Suspension			
622-001	23,000# FLAT LEAF SPRING REAR SUSPENSION WITH RADIUS ROD		-460
Wheelbase & Frame			
545-482	4825MM (190 INCH) WHEELBASE		
546-102	7/16X3-9/16X11-1/8 INCH STEEL FRAME (11.11MMX282.6MM/0.437X11.13 INCH) 120KSI	90	190
Fuel Tanks			
204-154	80 GALLON/302 LITER ALUMINUM FUEL TANK - LH	10	
Tires			

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Data Code	Description	Weight Front	Weight Rear
093-1RJ	MICHELIN X WORKS Z 315/80R22.5 20 PLY RADIAL FRONT TIRES	100	
094-0GP	MICHELIN XDN2 11R22.5 16 PLY RADIAL REAR TIRES		80
Wheels			
502-433	ACCURIDE 29039 22.5X9.00 10-HUB PILOT 5.25 INSET 5-HAND STEEL DISC FRONT WHEELS	66	
505-428	ACCURIDE 28828 22.5X8.25 10-HUB PILOT 2-HAND HD STEEL DISC REAR WHEELS		52
Cab Exterior			
829-1A2	114 INCH BBC FLAT ROOF ALUMINUM CONVENTIONAL CAB		
Color			
980-5F6	CAB COLOR A: L0006EY WHITE ELITE EY		
986-020	BLACK, HIGH SOLIDS POLYURETHANE CHASSIS PAINT		

Weight Summary

	Weight Front	Weight Rear	Total Weight
Factory Weight+	8508 lbs	4001 lbs	12509 lbs
Total Weight+	8508 lbs	4001 lbs	12509 lbs

ITEMS NOT INCLUDED IN ADJUSTED LIST PRICE

Other Factory Charges

DELIVERY & ORDER PROCESSING CHARGE

(+) Weights shown are estimates only.
If weight is critical, contact Customer Application Engineering.

(***) All cost increases for major components (Engines, Transmissions, Axles, Front and Rear Tires) and government mandated requirements, tariffs, and raw material surcharges will be passed through and added to factory invoices.

WESTERN STAR NORTHWEST

FREIGHTLINER NORTHWEST

FREIGHTLINER of HAWAII

GORDON TRUCK CENTERS DEALER FAMILY

VEHICLE PURCHASE AGREEMENT

TOLL FREE ALL STORES 800-523-8014

Buyer's Name: City of Sandpoint
Address: 1123 Lake St
City: Sandpoint State: ID Zip: 83864
Business Phone: (208) 946-2068 Cell Phone:

Order Date: 10 / 16 / 2025
Estimated Delivery Date: 1 / 31 / 2026
Sales Rep: Conrad Eubanks
Customer Email: walbin@sandpointidaho.gov

Quantity Ordered	1
Base Price Per Unit	$ 129,138.09
Federal Excise Tax Per Unit	$
Subtotal Price Per Unit	$ 129,138.09

Additional Description

Engine: CUM L9 370 HP
Transmission: Allison 3000 RDS
Front Axle: 18,000#
Rear Axle: 23,000#
Rear Axle Ratio: 5.13
Wheelbase: 190"

Additional Items Per Unit *(Not included in base price)*

Cobalt Upfit	$ 177,750.00
	$
	$
	$
	$
	$
	$
Administration Fee	$ 200.00
Title/Transfer Fee Per Unit	$
Trip/Fuel Permit Per Unit	$
Subtotal:	$ 307,088.09
Sales Tax Rate: ____ %	$ 0.00
Less: Deposit	$ 0.00
Less: Cash Down Payment	$ 0.00
Less: Net Trade-in Allowed	$ 0.00
Unpaid Balance	$ 307,088.09

(DUE ON DELIVERY)

Stock Number: TBD ☑ New ☐ Used
VIN Number: TBD
Year: MY2027 Color: White
Make: Freightliner
Model: SD114 Plus
Tractor/Truck/Trailer: Truck

TRADE IN: CONDITION REPORT REQUIRED

Year ____ Make ____ Model ____
Body Type ____ Color ____
VIN Number ____
Loan Balance Owed To ____
Address ____
City ____ State ____ Zip ____
Trade Allowance $ ____
Balance Owing $ ____
Equity $ 0.00

SALES LOCATION

- ☐ Nampa, ID (208) 461-4751
- ☐ Mt. Vernon, WA (877) 848-0472
- ☐ Hermiston, OR (800) 657-5408
- ☐ Pacific, WA (800) 282-0699
- ☐ La Grande, OR (800) 843-1195
- ☐ Olympia, WA (855) 245-4635
- ☐ Coburg, OR (541) 225-2030
- ☐ Ridgefield, WA (360) 887-7562
- ☐ Redmond, OR (541) 548-7497
- ☑ Spokane, WA (888) 744-0390
- ☐ Medford, OR (541) 779-4622
- ☐ Union Gap, WA (800)!378-9478
- ☐ Kapolei, HI (808) 682-4315
- ☐ Redding, CA (530) 241-4412

Signature X ____
Date ____ X ____

VEHICLE PURCHASE AGREEMENT

Buyer's Name City of Sandpoint Order Date 10 / 16 / 2025

Sales Rep Conrad Eubanks

EXCLUSION OF WARRANTIES: Any warranties on the products sold hereby are made by the manufacturer. The undersigned purchaser understands and agrees that Gordon Truck Centers Inc. makes no warranties of any kind, express or implied, and disclaims all warranties including warranties of merchantability or fitness for a particular purpose,with regard to the products purchased; and that in no event shall GordonTruck Centers Inc. be liable for incidental or consequential damages or commercial losses arising out of such purchase. This disclaimer does not affect the manufacturer's warranties, if any on this purchase. Extended warranties are available for purchase at time of sale but are not included unless otherwise stated in the Vehicle Purchase Agreement. Tax, title and license are the purchaser's responsibility.

PRICE INCREASES: Prices are subject to change in the event of manufacturer-imposed surcharges or price increases. Purchasers will receive written notice of any price increase and given no less than 14 calendar days to accept the price increase or cancel the order at no charge.

VEHICLE DELIVERY TERMS: Vehicles must be paid in full prior to customer taking possession. Customer will be notified once vehicle(s) have been received from OEM and are ready for delivery. From the day of notification customer will have fourteen (14) calendar days to fund Gordon Truck Centers Inc. (GTC) any amount still owed on the vehicle and take possession of vehicle. Vehicles not funded after fourteen calendar days will be subject to additional daily flooring charges until payment is received in full. All deposits on factory ordered vehicles are non-refundable. Valid proof of insurance required prior to vehicle pick up or delivery.

FEDERAL EXCISE TAX: (Applicable) Federal Excise Tax will be invoiced and collected at time of sale by Gordon Truck Centers, Inc. Purchaser may provide a signed exemption certificate specific to the vehicles being sold at time of invoicing to be exempted from Federal Excise Tax.

GORDONTRUCK CENTERS INC. (GTC) PREFERRED METHOD OF PAYMENT:

1. In-House Finance
2. Automated Clearing House (ACH)
3. Wire Transfer
   a. Instructions are available for customer reference
4. Cashier's Check
   a. Must be from local banks only – out of state transactions are wire transfer/ACH only
   b. Must be payable to Gordon Truck Centers Inc.

Purchaser agrees that the VEHICLE PURCHASE AGREEMENT(VPA) includes all terms and conditions, that this VPA cancels and supersedes any prior VPA and as of the date hereof comprises an exclusive statement of the terms of this agreement relating to the subject matter covered hereby. **THIS AGREEMENT SHALL NOT BECOME BINDING UNTIL ACCEPTED BY THE DEALER** as evidenced below. Purchaser by their execution of this agreement acknowledges they have read and accepted its terms and conditions and has received a true copy of this agreement.

Purchaser's Acceptance

Purchaser's Name (Please Print) City of Sandpoint

Name of Authorized Representative _____

Title of Authorized Representative _____

Signature of Authorized Representative X _____

Date _____ X _____

Gordon Truck Centers Inc.

Accepted This Date By:

X _____ , Sales Manager

Date _____

www.cobalttruck.com

CUSTOMER: Freightliner Northwest
CONTACT: Conrad Eubanks
ADDRESS: 10310 W Westbow Blvd
Spokane WA 99224

PHONE: 253-405-0493
FAX/Email: conrad.eubanks@freightlinernw.com

Make: FREIGHTLINER	***Model:*** 114SD	***Year:*** 2026	***GVWR***:	***Single/Dual:*** DRW
CA / CT: 106.5 /	***Fuel Type:***	***4X2 / 4X4:*** 4X2	***Trans:*** AUTOMATIC	***Cab Type:*** CONVENTIONAL

QUANTITY	DESCRIPTION		
1	**City of Sandpoint Streets Single Axle 12' Dump Pkg. Stainless Steel**		
1	Duraclass Stainless Steel -SLT316 12' x 30" x 36" Dump Body - Side height 30" 10GA 201SS 2B, 2 horizontals to form double wall - Floor Trapezoidal design - 1/4" AR450 Plate Steel, 45 Deg 12" bevel - Front headboard 60", 7GA 201SS 2B - Tailgate 36", Air High Lift, Internal Cylinder - 7GA 201SS 2B, 1 horizontal and 2 vertical braces, straight, double acting, electric/air TG release latch, spreader chains. - Left, Center, Right Push up sliding coal door chute.(Rotary not available) - 12" Spill Spreader Apron 201 Stainless - Large rear hinge assembly - Oval STT lights in rear corner posts - Sideboard pockets flush with headboard and rear corner posts. Tapered top rear posts - Lower rail 1/4" x 2" Flat bar - 1/2 Cab Shield, 10GA 201 SS - Folding side access ladder attached to left front corner of body - Stainless Grab handle - Steps inside body left front corner 1/4" bar - Hoist HYVA A6-3-101-K48 telescopic, dog house - Body prop kit - Mounting kit - Cobalt Mud flaps - Cobalt fab 2" x 8" steel tube sideboards - Paint Black - Cobalt fab (2) shovel holders mounted on SS front bulkhead - ProTech chain hanger installed street side		
1	Hydraulics Package - FEPTO, front engine crank mount - 5.98 cubic inch, axial piston pressure and flow compensated load-sensing type hydraulic pump, 2" suction port - 26" Driveline Kit with 479 & 329 Flange Yokes 1-1/4" - Electric shut-off Valve with relief for 1" Flange - 6000 psi HP filter-25 Micron Microglass		

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QUANTITY	DESCRIPTION		
	- Temp/level Sender - Frame mount combo valve enclosure / 35ga hydraulic reservoir/ Tank mounted filter - 10 micron synthetic Z-glass Element - Full Port 2" NPT Brass ball valve Load Sense Valve Stack - 1st. S. A. truck hoist up/down - 2nd.D.A Plow up/down, Power float - 3rd. D. A. plow reverse - Liquid/Auger - Spinner Controls In Control Air Console 2-Joystick & 5100 Electronic spreader control - 1st. Dual axis joystick plow up/down, plow reverse - 2nd Truck hoist joystick up/down Console switches - Low oil/hot oil override rocker switch - High Lift Tailgate-Air - Tailgate release - Tarp open/close - Float - Aux Warning Lights: Body Up, Low/Hot Oil 5100ex Liquid Spray bar, Sander/Spreader control - Sander bulkhead fittings plumbed to end of frame - Snowplow bulkhead fittings plumbed to front, mounted to plate below bumper		
1	Equipment Trailer Buck Plate Hitch - 3/4" flat plate hitch - 30 ton pintle hitch - install chassis provided STT lights in hitch plate. - install chassis provided 7-way plug - 2 - weld on D-rings		
1	Install Freightliner Factory Backup Camera above rear hitch		
1	Lighting - (1) Round beacon light installed on center leading edge of cab guard with bracket and branch guard, wired to chassis beacon switch - (2) 6" Oval strobe lights installed in rear corner post of dump body, wired to chassis beacon switch - (2) LED Heated snow plow lights installed on hood mounted stainless steel brackets, wired to chassis plow light switch - (2) LED work lights installed on rear corner posts of dump body facing the rear and wired to chassis aux switch labeled work light.		
1	11' Viking MW Plow & Hitch Assembly - Straight 41" tall moldboard Painted Omaha Orange - Power reversing push frame with dual 3" x 10" cylinders - Compression trip springs - Standard hose kit, Parking jack, Level lift bar - Adjustable Mushroom shoes, 8" steel cutting edge - Rubber deflector, blade markers, loop swivel		

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QUANTITY	DESCRIPTION		
	- Low profile pin hitch, Cheek plate Kit Freightliner 114SD - 4" x 10" DA lift cylinder		
1	VariTech 925g Galvanized 1 Lane Anti-Ice System supplied as follows; Slip in style - NOR - Hydraulic closed loop - Leg Kit - Baffle Balls - Stainless Steel Spray Bar - Motor accepts 16gpm @ 2000psi - Plumb and connect to rear bulkhead fitting - Connect with in cab 5100 controller		

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Sourcewell

Solicitation Number: RFP #032824

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Daimler Trucks North America, 4555 N. Channel Ave., Portland, OR 97217 (referred to as "DTNA" herein.)DTNA and its authorized dealers are collectively referred to as "Supplier" herein.

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires July 9, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier's authorized dealers will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship, except for components or body installations covered under separate warranties. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced as described in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected if it fails to meet the specifications agreed between Participating Entity and Supplier. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Participating Entities may request that DTNA's authorized dealers perform work at government-owned facilities, including schools. The provision of such work shall be negotiated with the participating DTNA authorized dealer and the Participating Entity.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to the participating DTNA's authorized dealer that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to the participating DTNA's authorized dealer. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, DTNA's authorized dealer's performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and participating DTNA authorized dealer, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the participating DTNA authorized dealer, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the participating DTNA authorized dealer may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to participating DTNA authorized dealer in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- ;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

DTNA will submit payment to Sourcewell for the administrative fee per unit of Equipment and/or Product as stated in the Proposal. purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DTNA agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the DTNA is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the DTNA in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

DTNA agrees to defend, indemnify and hold harmless Sourcewell and the Participating Entities from and against any and all claims which are incurred by or asserted against any Sourcewell and/ or Participating Entities by any third party (including Sourcewell or participating Entities personnel), to the extent such claims arise out of or relate to: (a) the negligent acts, negligent omissions, willful misconduct, or strict liability (whether insured against or not) of, or violation of applicable Law by, any DTNA Indemnitees (as defined below); (b) defects in materials, manufacture, workmanship, or design of any Equipment or Product under this Contract, whether latent or patent (including for failure to properly label, failure to properly warn of dangers associated with use, failure to give proper instructions, failure to inspect adequately, and failure to test adequately); (c) a claim alleging that the manufacture, use, or sale of the Equipment infringes the Proprietary Rights of any third person; or (d) performance of Services for which DTNA contracts in a manner inconsistent with the obligations under this Agreement(e) DTNA's breach of any of its warranties, representations, and obligations in this Contract provided, that DTNA's obligation in this Section 11 will not apply to the extent that a claim results from Sourcewell or Participating Entities' negligence, gross negligence or willful misconduct. As used in this Section 11, "DTNA Indemnitee" means, collectively, DTNA , its affiliates, and its and their respective officers, directors, and personnel, and all of their respective permitted successors and permitted assigns.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

   a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

   b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with the following coverage and limits of insurance:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an claims basis and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

$1,000,000 Personal and Advertising Injury
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

DTNA certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract DTNA declares bankruptcy, DTNA must immediately notify Sourcewell in writing.

DTNA certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. DTNA further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to “federal” should be interpreted to mean the United States federal government.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. DTNA certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. DTNA must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). DTNA must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, DTNA certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or DTNA may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal.

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____
Jeremy Schwartz
Title: Chief Procurement Officer
Date: 8/28/2024 | 5:36 PM CDT

Daimler Trucks North America

Signed by:
Eugene Berg
D426A8843A41488...

By: _____
Eugene Berg
Title: Director-Vocational Sales
Date: 8/19/2024 | 3:31 PM CDT

Daimler Trucks North America

Signed by:
Peter Arrigoni
8C101B7B93C54FD...

By: _____
Peter Arrigoni
Title: Vice President-Vocational Sales
Date: 8/27/2024 | 7:06 PM CDT

Docusign Envelope ID: 8C6644D1-F016-418E-B1BA-1CA540C4DD88

RFP 032824 - Class 4-8 Chassis and Cabs with Related Equipment, Accessories, and Services

Vendor Details

Company Name:	Daimler Trucks North America
Does your company conduct business under any other name? If yes, please state:	Freightliner LLC, Western Star Truck Sales Inc.
Address:	4555 N. Channel Avenue Portland , Oregon 97217
Contact:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Phone:	503-939-3033
HST#:	93-0790608

Submission Details

Created On:	Wednesday February 14, 2024 18:28:59
Submitted On:	Thursday March 28, 2024 09:56:59
Submitted By:	Eugene Berg
Email:	eugene.berg@daimlertruck.com
Transaction #:	351f998f-52bc-41d6-9e5b-c374ebf0eb65
Submitter's IP Address:	163.116.129.117

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond "N/A" if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Daimler Truck North America LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Freightliner LLC & Western Star Truck Sales Inc. & Daimler Truck Financial Services	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	None	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	UID: X4T2HM6GUXB1	*
5	Proposer Physical Address:	Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217	*
6	Proposer website address (or addresses):	Daimler Truck North America | Daimler - https://northamerica.daimlertruck.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the "Proposer's Assurance of Compliance" on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Eugene Berg Director - Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Eugene Berg Director – Vocational Sales Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 939-3033 Eugene.Berg@DaimlerTruck.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Jamie Mitchem Vocational District Sales Manager Daimler Truck North America 4555 N. Channel Ave. Portland, OR 97217 (503) 706-5211 Jamie.Mitchem@DaimlerTruck.com	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Daimler Truck North America (DTNA), including Freightliner and Western Star truck brands, is the leading manufacturer of Class 6-8 commercial vehicles in North America, holding approximately 40% share of the market. The company is dedicated to serving "all who keep the world moving" and this simple statement of purpose reflects what we believe to be our integral place in the global supply chain. Whether moving foodstuffs from farms to grocery store shelves, goods from manufacturers to markets, or children to school, every single one of our products – while driven by a single individual – is ultimately making a difference in the lives of thousands, and our commitment to those customers operating those vehicles is steadfast and unwavering. As a subsidiary of the global Daimler Truck, we trace our company's history back to Germany of the late 19th century and the earliest days of the engine, as well as the very invention of the truck. From our earliest days, partnerships were core to our business strategy, with two German inventors and businessmen – Gottlieb Daimler and Karl Benz – founding the original Daimler-Benz. The company would continue to evolve and grow over the course of a century to become Daimler AG, at one time the world's largest industrial manufacturing conglomerate, and producer of both heavy trucks and the luxurious line of Mercedes-Benz cars. In late 2021, Daimler AG spun off these businesses into two separate entities. Today, Mercedes-Benz cars remain the benchmark of modern automotive luxury, while Daimler Truck provides solutions that support the global supply chain. Governed by a diverse Board of Management, Daimler Truck's perspective for the future is heavily influenced by our purpose statement, "For All Who Keep the World Moving." And the company intends to maintain its leading position in conventionally powered trucks and buses while simultaneously transforming its product line for a future of CO_2-neutral transportation. In nearly every country of the world today, you will find trucks and buses from one of our company's brands. In North America, those vehicle brands include Freightliner and Western Star trucks and Thomas Built Buses. The company's portfolio on the continent is further strengthened by Detroit®, a vertically integrated manufacturer of Daimler Truck's proprietary engines, transmissions, axles, and other components and technologies for both conventional and zero-emission vehicles. Our company's proud 130-year history is not only a testament to our resilience, but also emblematic of how partnerships with our customers and our vision for the future help drive toward a common good: good for us, good for our customers, good for society. Even as we've evolved our trucks and buses – and as we continue to evolve their underlying propulsion technologies – we continue to partner with our customers to enable them to keep our world moving. We look forward to having the chance to continue delivering on that purpose for many more centuries to come. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks contained in attachment: 1. Purpose & Vision: a) Daimler Truck North America | Daimler b) DTNA Purpose Video c) DTNA Vision Video	*

11	What are your company's expectations in the event of an award?	Simply stated, it is our intent to strategically help grow both the Sourcewell footprint of Members, as well as D Truck's share of the Muni / Government / Not-for-Profit market. Daimler Truck North America and our desirab brands, Freightliner and Western Star have substantial experience and a leading position in the sale and serv municipal vehicles. DTNA plans to realize share growth with our inclusion in the Sourcewell Awarded Contract catalog. With an extensive network of dealers covering ALL of Canada and United States, we will utilize this network, through on-site advertising, tradeshows, conventions, dealer open-houses and our numerous corporately held training events, to both educate on and promote the Sourcewell program. If a Sourcewell contract is awarded, we will utilize our internal resources; webinars / social media / dealer training events etc. as well as our large independently owned dealer group and their resources, to promote our Sourcewell contract. If awarded, we look forward to working with the Sourcewell team to establish a joint marketing plan which will maximize the effectiveness of our extensive dealer footprint, throughout the US and Canada, through the resulting launch of our product catalog to the Sourcewell membership. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Marketing Plan Sample – Sourcewell GTM Strategy" *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	In late 2021, Daimler Truck Holding AG was established in a spin-off from Daimler AG, the former parent company and owner of both Mercedes-Benz cars and the Daimler Truck family of brands, including Freightliner and Western Star trucks. Daimler Truck Holding AG has been listed on the Frankfurt Stock Exchange (Börse Frankfurt) since that time, where we are included as one of the 40 blue chip DAX index companies. We are abundantly happy to provide our annual filings for 2021, 2022 and 2023, all of which are inclusive of income statements, cash flow statements, and other salient financial data regarding the health and viability of our business. Please note: the latter of these will be available on March 1, 2024, in conjunction with our disclosure schedule. Additionally, the most recent presentation furnished to analysts, investors, and the media at our July 11, 2023 Capital Market Day program can be found here. * Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com)
13	What is your US market share for the solutions that you are proposing?	In 2023, DTNA captured 39.6% of the total US Class 8 Market, along with 35.4% share of the total US Class 6-7 Market. As of February, 2024 – DTNA has grown that share to 49.7% of the total US Class 8 Market and 40.6% share of the total US Class 6-7 Market. Our share of the addressable Truck / Tractor Market (excluding School Busses) is as follows: - Class 6/7: 30.7% - Total (30.7% - Freightliner) - Class 8: 36.8% - Total (33.7% Freightliner / 3.1% Western Star) Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. * With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers. Please refer to the following documents for additional information: • Folder: "DTNA - Upload Additional Document" • Attachments: "DTNA - North America Market Share"
14	What is your Canadian market share for the solutions that you are proposing?	Class 6/7: 37.5% - Total (37.5% - Freightliner) Class 8: 39.1% - Total (29.5% Freightliner / 9.7% Western Star) These values include tractors and trucks. Daimler Truck North America prides itself in having the right tool for the job in every market we operate in, thus being the preferred choice in classes 6-8. * With the introduction of our new Western Star 47X and 49X products with industry leading technology and safety, we expect to continue growth in the Vocational Truck market over the coming years making Daimler Truck products the obvious choice for customers.
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	As of the date of this submission, Daimler Truck North America has never petitioned for bankruptcy protection. Our organization maintains consistent financial strength and stability and is backed globally by a diverse group of investors on the Frankfurt Stock Exchange (Börse Frankfurt). Please refer to the following documents for additional information: • Folder: "DTNA – Financial Strength & Stability" • Attachments: "DTNA Financial Strength & Stability Hyperlinks" a) Daimler Truck Annual Report 2021 b) Daimler Truck Annual Report 2022 c) Daimler Truck Annual Report 2023 d) Capital Market Day 2023 Presentation (daimlertruck.com) *
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	DTNA is an Original Equipment Manufacturer (OEM) with over 70 years of experience in the commercial vehicle space. Our organization is backed by an independent dealer network across US, Canada & US Territories. With an extensive presence in 587 sales, service and distributor locations spanning across ALL states, territories and provinces, Daimler Truck North America is the leading commercial vehicle manufacturer in North America. Our portfolio of distinctive brands serves a multitude of industries and commercial vehicle applications. Through affiliated companies like Detroit Diesel Corporation, the company also is a leading provider of heavy- and medium-duty diesel engines and components. As Daimler Truck North America enters its eighth decade, it remains committed to the values on which it was founded: innovation, quality, and an unwavering dedication to meeting customers' needs. * b) Daimler Truck North America is the leading original equipment manufacturer (OEM) of Class 6-8 commercial vehicles in North America. The sales of our products are performed through a robust network of 448 franchised and independently owned SALES locations, strategically located across the North American continent. The entirety of this dealership network and its employed technicians, are trained and certified by DTNA's trainers to perform routine maintenance and major repairs. In addition, through an exclusive and strategic partnership to provide select services for Freightliner vehicles at approved Love's Truck Care and Speedco locations, Freightliner drivers have access to an even larger network of service points for light mechanical warranty repair work, roadside warranty emergency services, and approved field service and recall campaigns.

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	Daimler Truck North America (DTNA) is dedicated to improving the quality of life and preserving the environm the communities and societies we engage with. Environmental conservation and the conscious use of energy stand as fundamentals of DTNA's mission. Our commitment to these principles is underscored by our attainme external certification through rigorous audits conducted in accordance with the ISO 14001:2015 Environmental Management and ISO 50001:2018 Energy Management systems. This certification verifies DTNA's alignment with the stringent provisions outlined in these standards. Class 6-8 vehicles under the brand of Freightliner and Western Star Product lines conform to all applicable Federal Motor Vehicle Safety Standards (FMVSS) and the Canada Motor Vehicle Safety Act (CMVSS) Daimler Truck fuel tanks are certified to 49 CFR 393.67 for side mounted tanks and we take into consideration the recommended standards to 49 CFR 399.207. Daimler Truck vehicles takes into considered of Width and length limitations (23 CFR 658) regulated by the Federal Highway Administration The exterior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation and the EPA (40 CFR 205) The Interior sound level of Daimler Truck North America vehicles conforms to the noise legislation of the US Department of Transportation (49 CFR 393.94) Canada Motor Vehicle Safety Act (CMVSS 1106) and OSHA (29 CFR 1910.95) Freightliner and Western Star Product are equipped with emission control equipment to comply with all applicable US environmental Protection Agency (EPA) regulations governing control of air population from new motor vehicles and new motor vehicle engines, which are in effect on the date of manufacture. In addition, there are offerings that comply to the State of California Vehicle Code air quality standards (CARB) for new motor vehicles and new motor vehicle engines in effect on the date of vehicle manufacture. In addition to conforming to J1939-13 for On board diagnostics. Daimler Truck North America follows ISO 9001 for Quality Management Systems and takes into consideration and implementation of Functional Safety (ISO 26262) (when developing, designing, and evaluating our vehicles. Our organization also follows ISO 21434 for cybersecurity engineering on Road Vehicles. Please refer to the following documents for additional information: • Folder: “DTNA - WMBE-MBE-SBE or Related Certificates” • Attachments: 1) “Licenses - Certifications” 2) DTNA Certificate of Insurance	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Not applicable to our organization	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *
19	Describe any relevant industry awards or recognition that your company has received in the past five years	In 2023, Daimler Truck North America's head of eMobility, Rakesh Aneja, was appointed to the Electric Vehicle Working Group, an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. To date, Aneja remains the only OEM representative invited to the Group. In 2022, the U.S. Department of Energy recognized the Detroit® plant for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing, the third consecutive year the facility earned the distinction. In 2022, the Portland Business Journal named Daimler Truck North America "Innovator of the Year" for the company's pioneering work in electric medium- and heavy-duty vehicles, including the Freightliner eCascadia and Freightliner eM2. In 2022, Heavy Duty Trucking named the Detroit® Assurance Suite of Safety Systems a "Top 20 Products" of the year. In 2021, Equipment Today named the Western Star 49X a "Top 50 New Products" of the year. In 2021, Construction Equipment named the Western Star 47X a "Top 100 New Products" of the year. In 2019, Engadget named the Freightliner Cascadia with Detroit Assurance Suite of Safety Systems the "Best of CES" for transportation technology. In 2019, the South Coast Air Quality Management District bestowed the "Clean Air Technology" award on Daimler Truck North America for the company's development of battery electric medium- and heavy-duty trucks. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 2. Awards & Certifications Links: a) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov) b) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy c) Makers & Manufacturers Awards Executive of the Year: Tamara Lundgren - Portland Business Journal (bizjournals.com) d) HDT 2022 Top 20 Products - Equipment - Trucking Info e) Daimler wants self-driving trucks on the roads in ten years (engadget.com) f) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler
20	What percentage of your sales are to the governmental sector in the past three years	Market Share for the Government segment in 2019 was an industry leading 31.4% in the US and 32.7% in Canada Share of DTNA Business: Class 6/7: 2.8% (2021); 3.7% (2022); 3.3% (2023) Class 8: 4.2% (2021); 4.5% (2022); 4.7% (2023) Market Share: - Class 6/7: 33.6% (US) - Class 8: 33.0% (US) - Class 6/7: 23.4% (CAN) - Class 8: 46.1% (CAN) DTNA has a strong presence in the Government Sector, and it is a very important part of our business where we continue to strive for growth. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: - "Government Sector Market Share.pdf"
21	What percentage of your sales are to the education sector in the past three years	As this submission does not include our Thomas Built Bus division (separate proposal submitted under the current School Bus solicitation), the education sector is not applicable to our proposal. That said, the Thomas Built Bus division was 7.1% of our overall business in 2021, 6.1% in 2022, 6.6% in 2023.
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	As the largest OEM in the municipal sector, DTNA has worked with several of these organizations over the years, but the contracts are held by our dealer network and not directly with us. Examples include: the Houston Galveston Area Council, Miami Dade Sheriffs Association, Texas Buy Board, and NC Sheriff's Association. Sales to these groups were all more than 50 trucks and generated millions of dollars in sales. Please reference additional information in response to Table 5, Question 25 for more detail.
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	DTNA has a decade's long track record with the US Government (USG) via the GSA's Auto-Choice and Multiple Award Schedule programs. We have also had great success in working with individual branches of Government such as the State Department, USAF, TACOM, USACE, US Navy & Marine Corps via stand-alone contracts. DTNA is viewed as a leading vendor to the USG due to our exceptional customer service and strong support of their marketing efforts such as extensive involvement as a presenter and subject matter expert in the Fed Fleet exhibition. Annual sales on these contacts amount to hundreds of trucks and millions of dollars. As documentation of this success, we have attached market share volumes for the 2023-2024 GSA contract – GS-30F- NA013 in the attached "GSA Contract Results 2023-2024" in the additional documents upload section of our submission. While DTNA is not the prime contractor on any USG sales, we are closely involved with our dealers and the process to ensure the customer need is met. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "GSA Contract Results 2023-2024"

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *
Los Angeles Dept of Water & Power	Tade Mirzakhanyan	818-771-3614
PB Loader	John Styer	559-277-7370
Altec	Breanna Kinman	913-231-6570
Viking Cives	Kevin Newson	801-204-4130

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
GSA	Government	Other	Class 6-8 Trucks	100-250/year	Estimated $15 - $37 million	*
CT Dept. of Admin Serv	Government	Connecticut - CT	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
State of Minnesota	Government	Minnesota - MN	Class 6-8 Trucks	50-250/year	Estimated $7 - $37 million	*
Texas Controller of Public Acct.	Government	Texas - TX	Class 6-8 Trucks	100-150/year	Estimated $15 - $23 million	*
Missouri DOT	Government	Missouri - MO	Class 6-8 Trucks	50-150/year	Estimated $7 - $23 million	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable.

Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	DTNA's corporate sales force includes several Senior Executives, 10 Regional Directors, as well as 40+ District Sales Managers. With an army of 1,000+ dealer sales professionals, we represent a formidable force, tasked with selling and supporting Freightliner and Western Star Trucks across all of the states and provinces in the U.S. and Canada. DTNA's After Sales Support (field parts and service) group has a similar number of corporate Executive, Regional and District staff. Combined corporate support includes 1,000's of dealer; parts, technician, warranty and Customer Experience (CX) experts. DTNA represents one of (if not) THE largest sales and support networks, in North America. The DTNA dealer sales force is also comprised of 448 Freightliner and Western Star SALES locations across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members.	*
27	Dealer network or other distribution methods.	Above and beyond the 448 SALES dealership locations referenced in Question 26, the dealer network also includes numerous Parts & Service locations The TOTAL DTNA dealer network is comprised of 587 Freightliner / Western Star Sales AND Parts & Service locations, across the US and Canada. Employees of these locations include thousands of expertly trained salespeople who are available to Sourcewell Members. This extensive network draws from 10 strategically placed Parts Delivery Centers across the US and Canada. Additionally, our network has contracts with 171 Detroit Distributor locations, which can service Detroit engines, as well as 413 Loves Truck Care and Speedco locations that are capable of light repairs. While DTNA dealers are the primary point of contact for Sourcewell members, DTNA's aftermarket parts team is the cornerstone of our customer uptime initiatives. With over 800 employees across 10 regional Parts Distribution Centers, we are uniquely positioned to support our customer base across North America. One of the primary goals of DTNA's Aftermarket PDC network is to be positioned to support our dealers in delivering within 12-hrs or less via a direct delivery service (DDS) route. Members can locate their local, facing Freightliner and Western Star sales & service dealers via the "Find a Dealer" function on our website. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory" • Folder: "DTNA - Marketing Plan" • Attachments: "DTNA – Marketing Plan Website Links" • Hyperlinks: 1. Daimler Truck North America | Daimler 2. Western Star – Sourcewell Sample Webpage 3. Freightliner – Sourcewell Sample Webpage	*

28	Service force.	DTNA has over 700 service locations and the reliability of our dedicated support staff, from our factory certifie technicians to our 24/7 toll-free hotline operators. Our job is to make your job easier and more profitable, and vast network of service locations. The DTNA service network in the United States & Canada includes, but is not limited to: • 388 Freightliner & Western Star dual branded parts & service locations • 79 Freightliner standalone brand parts & service locations • 73 Western Star standalone brand parts & service locations • 134 Detroit distributor branches (Detroit & Allison transmission repairs) • Over 10,000 certified technicians nationwide Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The ExpressPoint experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States The DTNA corporate Field Service Team has over 100 dedicated and professional District Service Managers strategically located across the United States and Canada that provide support to Customers, Freightliner & Western Star Dealers, and Detroit Distributors. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Service Point Links" • Hyperlinks: a) https://www.freightliner.com/service/ b) https://www.freightliner.com/service/expresspoint/ c) https://www.westernstartrucks.com/parts-and-service/
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	All purchase negotiations will take place between an authorized DTNA dealer and the Sourcewell member. No orders will be accepted by DTNA on a direct sale basis. The process flow for a typical transaction would be as follows: • Sourcewell Member identifies a product need and selects a dealership to work with, from the list of DTNA dealerships posted via the Sourcewell website / web link. • Sourcewell Member and authorized DTNA truck dealership establish a relationship to provide transportation related products and services. • During these consultations, the DTNA dealer will work with the Sourcewell member to establish the specific purpose of the vehicle in question, including any body(s) or equipment that may be required to be sourced. • Based upon the outcome of these discussions the dealership salesperson will develop a set of detailed specifications for the chassis, as well as related equipment if required. This information will be consolidated into a preliminary sales proposal, which will include details of the proposed chassis and if applicable, specifications for any body(s) or equipment required to perform the job defined by the Sourcewell Member. This will then be reviewed between the two parties to ensure that the requirements of any proposal are mutually understood. • Once a clear definition of the deliverable is understood, the DTNA dealer will calculate the price to be quoted using the approved DTNA-Sourcewell program discount for the truck chassis, applying appropriate delivery and transportation charges and pricing all sourced goods using the program defined not-to-exceed mark-up percentage. These costs will be used to calculate any applicable taxes or fees appropriate to the geographic area in question. If applicable, the Canadian exchange rate will be applied at this point. These sub-items will be consolidated into a comprehensive commercial vehicle sales proposal including all applicable terms and conditions to the Sourcewell member for consideration. • Sourcewell member and DTNA dealership review and mutually agree on all aspects of the sales presentation including chassis and equipment specifications, final sales price and applicable terms and conditions. • Upon acceptance of the proposal, the Sourcewell member issues a formal purchase order (PO) to the DTNA dealership. • DTNA dealer accepts the PO and orders the chassis (using the DTNA-Sourcewell program tracking code to ensure proper discounts and routing) along with all other applicable sourced goods required to complete the project. • Dealership coordinates all activities related to the fulfillment of the agreement through final delivery, to fulfill the terms of the Members' PO. • Upon Sourcewell Member's acceptance of the vehicle and receipt of Members payment, as agreed upon, DTNA dealer will request warranty registration of the vehicle from DTNA (OEM). • Dealer will submit their request for Sourcewell program inclusion including the serial # of the vehicle and all required data as to the sourced goods and services involved in the transaction. Dealers who fail to comply with all terms and conditions of the published Sourcewell sales program will incur penalties up to, and or including, chargeback of discounts received to stock levels of discount. • Upon review of the documents presented, and confirmation of applicable invoicing reserves, DTNA (OEM) will warranty register the vehicle and include it in the list of vehicles to be included in the quarterly Sourcewell rebate payment. Ultimately, as the Awarded Contract-Holder, DTNA will control and administer pricing concession, based on approved Sourcewell Program Discount level(s), will tabulate monthly / quarterly list of units ordered and delivered through the Sourcewell program and will remit fees to Sourcewell, as committed and contractually bound. Periodic audits of Sourcewell participating dealers will also be performed to ensure accuracy and quality control of the program. As outlined above, the physical negotiation of specification(s) through to ordering, delivery and execution of payment / warranty registration, will be completed by each Sourcewell participating Authorized Dealer.

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	DTNA's Elite Support Certified network of dealers are focused on delivering a consistent, superior level of cus service with every visit. Elite Support includes, but is not limited to: Express Assessment All Elite Support Certified locations participate in Express Assessment, which means the dealer will provide a preliminary assessment within 2 hours of arrival to enable you to make an informed decision on your next course of action. This assessment may include needed repairs, parts availability and an estimate of cost and repair time. Maximizing Uptime The ultimate goal of the Elite Support Network is maximizing vehicle uptime. Every Elite Support Dealership must be recertified annually to ensure you experience a consistent, higher standard with every visit across our Network. Best-Trained Techs Our technicians receive continual training from the experts at DTNA. We focus on a solid understanding of all vehicle systems and have access to the latest tools to expedite repairs. Continuous Improvement Every dealership earning the Elite Support certification must meet specific criteria across all customer service areas. To maintain these high standards, dealerships employ a Continuous Improvement Coordinator that spearheads changes across their location. Robust Parts Network Through the combined experience of our network and close collaboration with our service team, we understand what parts we need on-hand to get you back on the road quickly. Elite Support dealerships utilize multiple methods, such as Excelerator, RimPro, and dealer managed inventory to secure the parts you need. Exceptional Amenities We know that when we service your vehicle, you're trusting us with your business. Elite Support Certified dealers believe in providing quality solutions and timely communication from a friendly and familiar team. Our facilities are designed to minimize downtime and provide a comfortable environment for drivers as we work to get your truck back on the road. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Dealer Directory > DTNA Service & Parts Locations" tab. • Folder: "DTNA – Upload Additional Document" • Attachments: "DTNA Elite Support Links" • Hyperlinks: a) https://www.freightliner.com/service/elite-support/ b) https://www.westernstartrucks.com/parts-and-service/elite-support/	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout the US. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the US Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	DTNA has abundant Corporate and authorized Dealership representation to support Sourcewell Members throughout Canada. As the Cab and Chassis manufacturer for your proposal, Daimler Truck North America assures you that we will offer as sufficient source of supply as possible to satisfy the Canadian Sourcewell Member requirement for the duration of the contract. We recognize the value of the Sourcewell partnership and aim to provide product that mutually benefits DTNA and Sourcewell Members.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	With 587 Freightliner and Western Star dealerships (sales, parts & service) and contracts with 171 Detroit Distributor locations and 413 Loves Truck Care and Speedco locations, DTNA has significant representation to support Sourcewell Members throughout the United States and Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	While DTNA provides significant product coverage to serve the education, non-profit, and government sectors – there may be some limitations on coverage for outstanding GSA, or OEM exclusive contracts. Pricing as presented in DTNA's submission is valid for quotation to Sourcewell Members who do not have OEM exclusivity provisions in prior contracts with DTNA. Examples of this would include the GSA Autochoice and MAS / 23V contracts. Otherwise, we are committed to supporting the full scope of Sourcewell customers.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	DTNA maintains a sales & service presence in Hawaii, Alaska, Puerto Rico and has, to the best of knowledge, the only full-line authorized North American OEM dealership, with a presence in Guam. Shipments outside of the continental US or Canadian markets may include incremental fees and commensurate delivery delays, based on mileage and weather conditions.	*

Table 7: Marketing Plan

Line Item	Question	Response *
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Initial promotion of our products will be oriented towards introducing DTNA's regional and district sales personnel to the Sourcewell distribution model and its benefits to our dealer group. This will be followed by a series of communications to the entire dealer network sales personnel through internal announcements and webinars. External communication will follow and be distributed via DTNA websites and throughout our social channels network. Throughout this process, we look forward to working with the Sourcewell marketing team to convey and reinforce the contract details. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: • "DTNA - Marketing Plan Sample" • "DTNA – Marketing Plan Website Links" • "DTNA Product Video Links" • "Freightliner - M2106-M2112 Product Overview" • "Freightliner - M2 106 Brochure" • "Freightliner - Cascadia DC Brochure" • "Freightliner - 108SD-114SD Product Overview" • "Freightliner - eM2 - Spec Sheet" • "Freightliner - eCascadia - Spec Sheet" • "EconicSD Chassis Brochure" • "Western Star - 47X_49X Brochure" • "Detroit Assurance 5.0"
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	DTNA is committed to promoting our products via progressive social media channels as we increasingly find our customers gravitate to this media as a source of information. Freightliner and Western Star brands maintain a strong presence on social media platforms, such as Facebook, Instagram and Linked In as a way to connect with customers and promote marketing efforts. These efforts are managed via a dedicated management team of social media experts, who will focus on the development of marketing opportunities with Sourcewell. The entire DTNA sales organization is also provided leads on future sales opportunities via the proprietary Retail Prospect Management (RPM) marketing tool. This digital tool assists our dealers in identifying buying cycles of Sourcewell members and proactively addressing their requirements. DTNA also has a team dedicated to Economic and Trucking Intelligence, which provides the Sales and Marketing teams with up-to-date information about the trucking industry. This information is shared with the teams and dealerships through Retail Prospect Management. RPM shows potential customers within the AOR (Area of Responsibility) of the dealer, district manager, regional manager, and marketing team to help them in prospecting new business. This tool also provides fleet makeup, purchase history, and an industry-first "likelihood of purchase" calculation, developed using an advanced algorithm based on economic and market specific conditions in their local area. This will keep sales associates and dealers informed of Sourcewell members' product requirements and buy cycles, so they can proactively address their needs in a timely manner.
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	As DTNA respondent(s), we feel that Sourcewell's role in promoting DTNA, our products and dealer partners, will commence with announcing the 2024 Award Recipients. To further the announcement, we anticipate that Sourcewell will promote the addition of DTNA as an Awarded Supplier, to their 1,000's of active Members, through their ongoing marketing efforts. Said efforts to include but not limited to; email, website, trade shows, industry conferences and in general, all of the marketing efforts which have made the Sourcewell Program the success that it is. DTNA is committed to the development of marketing material, including web-based efforts and template style documents to support our dealer network in creating interest in both the Sourcewell Program, as well as driving business to our dealer partners' locations from Members. With the combined efforts of DTNA and Sourcewell, we will expand our reach to better serve mutual municipal, education and non-profit customers. DTNA looks forward to joint marketing efforts and support from Sourcewell staff, in the creation of initiatives which will ultimately serve to both grow sales opportunities for DTNA, as well as growing the Sourcewell footprint.
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Our independent dealer network is the primary point of contact for Sourcewell customers going through the new truck purchase process. As such, each dealer location will have their own process for order intake, which may or may not include an e-procurement process. Excelerator is DTNA's ultimate e-commerce solution designed to streamline the parts ordering process. Empowering customers to search, find, and buy parts for any make, model, and application. Our motivation is to create a nimble and efficient customer experience guided by customer focused initiatives and forward-thinking functionality. Excelerator provides an optimized parts search, PartsProX our fully integrated catalog, real time parts pricing and availability, Inner Circle Rewards, a customer rewards program, product features and images, and VIN verification. Please refer to the following documents for additional information: • Folder: "DTNA – Marketing Plan" • Attachments: "DTNA Excelerator Links" • Hyperlinks: 1. https://www.freightliner.com/parts/excelerator/ 2. https://www.westernstartrucks.com/parts-and-service/excelerator/

Table 8: Value-Added Attributes

Line Item	Question	Response *

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	DTNA provides dealer training on all products, features, benefits, maintenance procedures, and their proper o The dealer is responsible for providing that same training to the end customer (as required) for successful o This training is typically provided during the delivery hand off process. We also have a free app that can be downloaded on a smartphone or tablet that has brochures, news, training videos, dealer locator, and access to DTNA websites. The training videos can be accessed for all models and options or can be filtered to only show the ones specific to your VIN. DTNA also provides product training opportunities to customers and our Truck Equipment Manufacturer (TEM) partners, many of whom are already established as Sourcewell vendor partners. An example of this is our Detroit Connect Analytics, which provides users with on-demand, automated analysis and reports detailing fuel efficiency, safety, and performance data. This information can be utilized by municipal fleets to reduce costs and increase safe performance across the fleet. DTNA provides monthly live training webinars and multiple in-person classes. DTNA also has online service training through our Aftermarket Resource Center (ARC). This includes service information and programming options with our Custom Hardware and Electronic Configurator (CHEC) tool that allows you to add safety features to the truck. An example of a programmable feature is the ability to limit the truck speed with a dump body in the up position and automatically triggering the strobe lights to warn others nearby. Another useful tool is our online Technical Resource Guides (TRG). These guides can help you learn how to order, connect, program, and use many of our notable features. Another advantage DTNA offers is our unique status as a supplier of integrated transportation solutions. As such, we are uniquely able to offer OEM levels of training on our proprietary Detroit products including engines, transmissions, axles, and safety equipment. Many of these training options are free or at an incredibly low cost. The training and any costs associated will be dependent upon joint discussions between the dealer and customer as to what is required and the most effective for their individual needs.
41	Describe any technological advances that your proposed products or services offer.	Dependent upon the model specified, DTNA offers a full suite of safety systems on our products via proprietary and vendor partner supplied sources. In this fashion, your members can select the system that best integrates into their fleet operations. • Active Brake Assist (ABA 5) mitigates potential collisions by calculating truck speed and distance to other vehicles. This determines if a warning or braking action is needed. Full Braking on Moving Pedestrian can detect a person who is about to walk into the truck's path. It issues audio and visual warnings with simultaneous partial braking first, followed by full braking if the driver does not react. Full Braking on moving and stationary vehicles can identify moving or stationary vehicles in the truck's path. When the system detects a potential obstacle, it issues audio and visual warnings. Depending on the situation, partial and full braking may activate as well. • Adaptive Cruise Control (ACC) to 0 MPH automatically adjusts a truck's cruising speed to maintain a safe following distance from other vehicles. With the ability to remain in cruise control longer, drivers experience less fatigue throughout the day, keeping them more alert. ACC works in stop-and-go traffic, too. When the vehicle in front of your truck begins to slow, even to a stop, your truck will stop and hold its brakes. If the stop is less than two seconds, you will start moving again once the vehicle in front of you moves. For stops longer than two seconds, the driver can easily resume motion by engaging the throttle or pushing set/resume. • Side Guard Assist (SGA) alerts drivers of objects in their passenger-side blind spots. As a passive collision mitigation system, SGA will not de-throttle or stop your vehicle. Instead, it keeps the driver in control. If the truck's passenger side gets too close to a moving person or object, the system will warn the driver not to complete the right turn or make a right-hand lane change. • Intelligent High Beam automatically switches a truck's headlights from high to low beams when the system detects environmental light from cities or another vehicle's headlights or taillights. Once the vehicle or city lights are out of sight, high beams switch back on. • Automatic Wipers/Headlamps turn wipers and headlights on or off to match weather and lighting conditions. Wiper and headlight controls must be set to auto for this to work. • Tailgate Warning issues visible alerts on the dash as well as sounds when the truck's following distance is too short in relation to its speed for 10 seconds or longer. Once activated, Tailgate Warning will deactivate only when the truck reduces its speed to less than 20 miles per hour. Remaining in Tailgate Warning mode for 10 seconds or longer will make the event reportable to the selected telematics system. • Lane Departure Warning issues audio and visual alerts when a truck crosses lane markers without using a turn signal. • Traffic Sign Display uses a camera to read speed limit and other traffic signs. From here, the system conveniently displays relevant sign information in the instrument cluster. • Forward-Facing Video Capture utilizes a truck's front-facing camera to record the vehicle's activity before, during and after severe traffic events. This technology provides fleets with better insight into what occurs during crashes, so they are easier to prevent in the future. Forward-Facing Video Capture footage can be accessed via web portal, along with accompanying data and vehicle parameters. • The Driver-Facing Camera captures video footage of drivers before, during and after severe traffic events. This footage, along with other vehicle parameter data, is transmitted via web portal to provide fleet operations and safety personnel better insight into driver reactions during events. • Active Speed Intervention (ASI) is an optional, industry-first technology that is designed to deter operators from speeding and to help new operators adopt safe driving practices. This feature works with Traffic Sign Display to issue a passive alert when the driver exceeds the speed limit. If the operator does not respond, ASI will issue an active warning, and if necessary, will cancel Adaptive Cruise Control and de-throttle the truck. • Brake Hold Mode improves safety and comfort wherever work happens. This feature keeps the truck stopped when the operator removes their foot from the brake pedal, or if their foot slips off while the truck is at rest.

42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	The overarching ambition of Daimler Truck is to offer for sale by 2039 exclusively those vehicles which are CO2-neutral (in driving operation) in core markets of North America, the EU and Japan. This strategic goal has led to the market introduction of 10 unique battery electric vehicles available across the globe today, four of which are already in North America. The company has received the awards noted in response to question 16 for the latter of these. In addition, because the advent of new propulsion technologies requires a supporting ecosystem with which to refuel or recharge those vehicles, the company has been highly active in both the construction of that ecosystem, as well as bringing multiple parties to consensus on the future of that ecosystem. As an example of this and to learn from firsthand experience, the company built the first-of-its-kind public charging station for battery electric medium- and heavy-duty vehicles in partnership with local utility Portland General Electric in 2021. "Electric Island", as it is known, has also become the blueprint for a joint venture the company has entered into with NextEra Energy and BlackRock Climate Infrastructure. This JV, named Greenlane™ will break ground on its first commercial vehicle charging station later in 2024. While there are a large number of transportation companies, including an OEM like Daimler Truck North America, committed to vehicle electrification, the intersection of transportation and energy requires the increase by orders of magnitude in the generation and distribution of energy. To help navigate the complex and highly varied rules surrounding electric utilities, local building requirements and state and federal impediments to constructing these charging networks, Daimler Truck North America served as one of the founding members of Powering America's Commercial Transportation (PACT) advocacy organization. PACT was formally announced in January of 2024 and is an example of how the company has continued its leadership position as new technologies emerge. The founding of PACT also builds on the earlier appointment in 2023 of Daimler Truck North America's head of eMobility, Rakesh Aneja, to the Electric Vehicle Working Group. The EVWG is an effort by the Joint Office of Energy and Transportation to work on the integration of light-, medium- and heavy-duty electric vehicles into the U.S. transportation and energy systems. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: a) Daimler Trucks North America Recognized with Clean Air Technology Award | Daimler b) Electric Island: Providing the Pathway to Carbon-Free Trucking | Black & Veatch (bv.com) c) Drive Greenlane | Commercial vehicle charging network solutions d) Electric Vehicle Working Group · Joint Office of Energy and Transportation (driveelectric.gov)
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Sustainable production and a drive for CO_2-neutrality in the driving operation of our products are prime areas of focus for the company. For three consecutive years (2019 - 2022), the company's vertically integrated engine and components manufacturer Detroit® has been recognized by the U.S. Department of Energy for earning Platinum Level SEP 50001 certification for energy conservation in manufacturing. In 2020, the Portland Truck Manufacturing Plant in Portland, Oregon, which is home to production of the popular Western Star X-Series and the company's battery electric Freightliners, became the first facility in the company's global network to achieve CO_2-neutral production, with the company aiming for all of its North American new vehicle manufacturing plants to follow. And all of the company's manufacturing locations are zero-waste to landfill. The company's global ambition is to offer exclusively CO_2-neutral (in driving operation) new vehicles for sale by 2039 in North America, the EU and Japan. Around the world, the company already offers for sale 10 different battery electric models, four of which – including the Freightliner eCascadia and eM2 – are available in North America. All models are HVIP eligible and both Freightliner models have received numerous awards, including the "Clean Air Technology" from the South Coast Air Quality Management District. Please refer to the following documents for additional information: • Folder: "Upload Additional Documents" • Attachments: "DTNA – Company Overview Links" • Hyperlinks: 3. ESG Efforts: e) Saving Energy and Money: The Daimler Truck North America Plant in Detroit® -- A Journey in Energy Management | Department of Energy f) DTNA Commits to Carbon Neutral Vehicle Production by 2025; Portland Truck Manufacturing Plant Will be First to Meet Target in 2020 | Daimler (daimlertruck.com) g) HVIP Eligible Vehicles - Hybrid and Zero-Emission Truck and Bus Voucher Incentive Project | California HVIP h) JETSI-aug31-2021.pdf (aqmd.gov)
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or HUB partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Daimler Truck North America (DTNA) is a publicly traded company and does not qualify for provisions identified in this question. Our products are complex; and the scale of our manufacturing volumes require that we source from vendors who can support those production volumes. However, we have a Supplier Diversity Program in its second year that actively sources diverse suppliers as tier 1 suppliers for DTNA. This extends beyond our tier 1 supply-base to tracking our tier 2 and 3 diverse spend as well. Our tier 1 diverse suppliers are tracked through our procurement system and tier 2 spend is tracked through STARS database. We have established diverse spending targets with the goal of 10% diverse spend by 2030. Efforts to attract diverse suppliers include hosting an annual Supplier Diversity events, launching a Supplier Diversity webpage and integrating Supplier Diversity into standard procurement processes. DTNA has a comprehensive ESG program with targets for each pillar. Our supplier diversity efforts fall under our ESG umbrella. Additionally, DTNA has been a major supporter of the Women In Trucking (WIT) network and has been recognized as a 'Best Place to Work for Women' by WIT. Our diversity efforts extend to bringing in the best employees through extensive hiring and recruiting partnerships including 'Society for Women Engineers', 'Society for Asian Scientists and Engineers', 'National Society for Black Engineers' and 'Society for Hispanic Professional Engineers'. We have also supported many hiring initiatives for veterans in our facilities as well as our customers – IE: supporting the "Ride of Pride" trucks that one of our customers customizes each year to support our veterans. Ultimately our goal is to utilize our vast resources to be a good partner to the communities we serve and operate in.

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	While there are several unique propositions that we can offer Sourcewell's participating entities (which we de detail further below), a deep-seated belief in partnership is what differentiates our company, and it is what h allowed us to earn our position as the leading manufacturer (by market share) of Class 6-8 commercial vehi North America. With every interaction, we partner with our customers to understand their specific needs and enable their success. That theme of partnership begins in our vehicle development process. We benefit our customers both by leveraging the technologies of our global company and then tailoring those technologies to the individual markets we serve. In that tailoring process, we seed early development units with select customers to monitor and measure real-world performance before a vehicle is released to full production. Recent examples of this approach can be found in our Western Star X-Series (first launched late 2020) development, where our engineers embedded alongside our customers to iterate and refine the final product design to their specific demands. As a case in point of the lengths that were taken, we measured the specific roads - and sometimes the unpaved trails – these customers travelled down to the millimeter and then recreated those road surfaces at our own 87-acre proving grounds to replicate decades' worth of use in matter of months. The end result was increased durability of the truck, uptime for the customer, as well as comfort for the driver. Similarly, and specific to our line of proprietary engines, transmission and associated components, we take a partnership approach to understand our customers' needs and tailor global powertrains to specific North American needs. As a case in point and also for the Western Star X-Series, we were aware - thanks to partnership with our customers and firsthand interviews - of the propensity for new drivers to get stuck in loose sand and gravel when driving in quarries or on jobsites. Our engineers then used that problem statement to tailor our global transmission with a specific 'Rock Free' mode to modulate power and allow a driver to remove themselves from a stuck situation. This translates to saved time, effort and profitability of customer operations from having to source another vehicle or backhoe to dislodge a stuck vehicle. The partnership approach can also be found in the development of our safety systems, telematics suite and myriad other technologies, but the rubber truly meets the road when the vehicles are in our customers' hands and require planned maintenance or unplanned repair. In these situations, it is critically important to return trucks to the road as quickly as possible to keep perishable cargo moving or get custom critical freight where it's going. The unique proposition we offer for our service network is a partnership with more than 448 franchised dealers, further supplemented by more service points through select Loves and Speedco locations. This vast service point coverage, backed by a network of 10 strategically located parts distribution centers which average greater than 90% next-day order fulfilment, mean we keep our customers running with maximum vehicle uptime. It is our belief that this long-cultivated focus on partnerships stands to benefit Sourcewell's participating entities. *

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure.

You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *
46	Do your warranties cover all products, parts, and labor?	New Vehicle Limited Warranty: Providing powerful, confidence building warranty protection for every vehicle, DTNA backs every new Freightliner and Western Star with a new vehicle limited warranty covering defects in materials and/or workmanship. Repairing any defects, free of charge and within the warranty period, DTNA delivers exceptional customer service. Truck Parts Limited Warranty: With limited warranty protection on aftermarket truck parts sold through authorized dealers, DTNA covers defective materials and/or workmanship for one year. Detroit Powertrain Warranty: Detroit engine, transmission, and axle owners enjoy comprehensive warranty coverage, including a fast, hassle-free process and expedited parts and service for critical downtime situations. Base warranty coverage details for each model and Detroit components can be found in the attached Warranty upload section. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachments: • Freightliner 01 - Level Coverage • Freightliner 02 - Level II Coverage • Freightliner 03 - Level III Coverage • Freightliner 04 - Medium Truck Coverage • Freightliner 05 - SD Vocational Coverage • Freightliner 06 - eCascadia Coverage • Freightliner 07 - eM2 Coverage • Western Star 01 - On-Highway Coverage • Western Star 02 - Vocational Coverage • Western Star 03 - Severe Service Coverage • Western Star 04 - Off-Road Coverage • Vocational Trucks - Detroit Powertrain Coverage • On-Highway Trucks - Detroit Powertrain Coverage • "DTNA – Warranty Information Links" • Hyperlinks: 1. Warranty - Freightliner Trucks 2. Warranty - Western Star Trucks 3. Warranty - Detroit *
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Warranty coverages vary, based upon a product's specific coverage limitations. DTNA warrants that each new vehicle will be free from defects in material and workmanship that occur under normal use within the applicable warranty period, subject to certain limitations and exclusions as specified in the warranty documents included in our submission to Sourcewell. Coverage includes all components and parts unless specifically covered by other warranties or otherwise excluded by those documents. DTNA warranty coverages do not apply to equipment added after chassis manufacturing since those items are outside of our knowledge or control due to the custom nature of the final product in question. Specific details of any coverage pertaining to those items will need to be confirmed with the selling dealer by the Sourcewell member. DTNA warranty on any product used inconsistent with its specified vocation/application will be downgraded to the warranty that is consistent with product use. *

48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Due to the complexity of the vehicles sold under this agreement, the majority of the service to be performed equipment will be best undertaken in an authorized DTNA service facility to ensure the highest possible servi standards. In some cases, specific dealerships may offer on-site repair options to Sourcewell members. Thes will vary by the size of the market in question and will be constrained in scope by the limitations of a dealer provided mobile solution. As such, Sourcewell Members should consult the DTNA dealership listings provided in this response to identify the specific services offered by their local DTNA dealership and the specific financial provisions of those services offered. Incremental warranties may be purchased by Sourcewell Members to cover this situation at additional expense. Details of extended warranty coverage and pricing should be negotiated with the selling dealer representative at time of purchase. Freightliner and Western Star customers that have purchased Roadside Assistance or Road Call coverage will have access to authorized service locations with a well-equipped service truck and an emergency roadside repair (or a partial repair that would enable driving the unit to the authorized service location). Reasonable travel distance and time may be reimbursed.
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	DTNA has over 700 service locations strategically located across the United States & Canada, with over 10,000 certified technicians available to perform warranty repairs. With this extensive presence, we do not believe there is a gap in service coverage. DTNA also has an available Roadside Assistance Program, and Freightliner ExpressPoint to provide convenient access to local repairs. Roadside Assistance Program DTNA Roadside Assistance Program is a concierge service helping customers handle unexpected downtime with 24/7/365 support. If you need after hours and weekend roadside support, the Freightliner Roadside Assistance Program is the solution for you! DTNA has partnered with FleetNet America, a leading roadside service provider, to offer the very best in roadside service and uptime across United States and Canada. If you are looking for a program that provides staff augmentation, customer specific protocol options, electronic event management, and different communication options for your staff, this program is right for you! For Roadside Assistance members, this program provides help in the following areas, but not limited to: • Tire events • DOT related issues • Fuel assistance • Tow services If a repair cannot be handled on the side of the road, a helpful and friendly agent will arrange for a tow to a DTNA dealer or distributor, or to the customers preferred location. Our DTNA dealer and distributor network is well versed in your Freightliner & Western Star truck and can get you back up and running quickly. Freightliner ExpressPoint The Freightliner ExpressPoint service offering provides Freightliner customers increased support and convenience on the highway. Available at more than 400 Love's Truck Care and Speedco locations, participating locations have Freightliner trained technicians that are able to support campaign recalls and light mechanical warranty repairs. By partnering with the local Freightliner dealer, we can now offer you better uptime to keep your Freightliner and freight moving down the road. The experience includes: • Light Mechanical Warranty Repair (1-3 hours) • Roadside warranty emergency services • Approved field service and recall campaigns • Quality workmanship, claim filing and parts availability with local dealers • Nationwide coverage at over 400 Love's Truck Care or Speedco locations in the United States Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 4. Roadside Assistance Program - Freightliner Trucks 5. Roadside Assistance Program - Western Star Trucks 6. ExpressPoint - Freightliner Trucks
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	DTNA New Vehicle Warranty does not apply to non-Detroit engines, Allison transmissions, tires, or other components or parts that are not manufactured by DTNA and that are warranted directly by their respective manufacturers. In many instances DTNA dealers and distributors are authorized to perform repairs for components that are warranted directly by their respective component manufacturer.
51	What are your proposed exchange and return programs and policies?	Exchange or return programs at the OEM level are not typically offered in our industry; and as such are not included in this proposal. Should a Sourcewell member identify an issue that does not meet their expectations, they are encouraged to contact their selling DTNA dealership such that an appropriate resolution of the matter can be negotiated. DTNA will work with the dealership to establish if any OEM warranties are available to assist in this process. Warranties from other participating vendors will be administered at the dealership level.
52	Describe any service contract options for the items included in your proposal.	Prepaid Maintenance & Extended Warranty Plans: Service / Maintenance Contracts may be available through DTNA's independently owned dealers / dealer groups. Service / Maintenance Contracts may or may not include DTNA's Extended Warranty offerings and will be priced & quoted to the Member, by the dealer thru the quoting process. A Full Maintenance Lease offering may also be offered by one or more of DTNA's dealership(s), which may include rental options and other fleet services, as a complete solution to the transportation needs of the Member. Extended Chassis Coverage: Throughout every year of truck ownership, operational and repair costs can be expected to increase significantly. Extended service coverage for a truck chassis helps mitigate the risk of unplanned expenditures for related components. Repair and labor costs are controlled when you're covered, a substantial benefit unavailable outside the network. After your Base Warranty ends, you will be able to count on Extended Service Coverage to control your out-of-pocket repair costs making your business expenses more predictable. Extended Detroit Coverage: Multiple time and distances available up to six years or 600K miles for on highway, or seven years or 250K miles for vocational applications. Whether you need engine service tomorrow or major repairs in three years, extended coverage for your truck's engine helps protect your most important investment. Extended coverage from Detroit is also available for Detroit engines, the DT12 transmission, DT12 clutch, and axles. Please refer to the following documents for additional information: • Folder: "DTNA – Warranty Information" • Attachment: "DTNA – Warranty Information Links" • Hyperlinks: 7. Extended Coverage - Freightliner Trucks 8. Extended Coverage - Western Star 9. Extended Service Coverage - Detroit

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *
53	Describe your payment terms and accepted payment methods.	Although an industry standard is typically Net 30 Days from receipt of goods, payment terms will be negotiated between the facing DTNA truck dealership and the Sourcewell member, making the purchase. In this fashion, they are uniquely suited to meet each member's specific needs. *
54	Describe any leasing or financing options available for use by educational or governmental entities.	DTNA is proud to offer a wide variety of financing options to Sourcewell, through Daimler Truck Financial Services (DTFS) an industry-leading provider of truck financing since 1974. As the captive finance provider for DTNA, DTFS offers a 50-year history of financing commercial vehicles and offers a complete line of finance, lease, and insurance products. DTFS offers many options when financing or leasing a commercial vehicle including retail loans, Muni Leases, TRAC Leases, Mod & Zero TRAC Leases, and FMV Leases. In addition to DTFS' wide range of finance and lease products, DTFS also offers many flexible payment options including Extended Terms, Deferred Payments, Ballon Payments, and up to 90 Days First Payment. DTFS has a well-earned reputation as an industry leader, with creative products and terms that are customized for the commercial vehicle industry. Should a Member wish to receive a financing quote, they should notify their dealership salesperson during the discussion of the sale terms. This will prompt the dealership to include their finance manager in the negotiations. Once a thorough understanding of the Members' requirements is established, the dealer will contact DTFS to obtain a quotation, which will be included in the sales proposal. * Additionally, many DTNA dealers have dealer-owned finance and leasing entities as part of their overall products & services portfolio. As such, they may be able to offer financing and leasing products to meet the specific needs of Members, through their own lending sources, which may also include Financing / Leasing relationships with their local lending institutions and financial partners. Please refer to the following documents for additional information: • Folder: "DTNA – Upload Additional Documents" • Attachments: • "DTFS - Lease Finance Overview" • "DTFS - Municipal Program Brochure"
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	As all purchase negotiations and transaction details will take place between an authorized DTNA dealer and the Sourcewell Member, each independently owned dealer / dealer group will have its own transaction documents. This said, DTNA has specific Terms of Sale which are to be followed through the dealer ordering process and copies of the Freightliner and Western Star Terms are attached. DTNA developed and is utilizing a proprietary web-based Dealer Reservation System (DRS) for managing chassis volume to dealers and tracking orders against said volume. The DRS is beneficial to Sourcewell customers, as dealers know the volume available to them at time of order as well as the timeframe they can expect the unit built. This allows Members to better coordinate installation of additional equipment on the chassis, as well as work within their annual budgets. The DRS is a function of our Retail Prospect Management (RPM) tool, which is also a web based proprietary solution. As this System is completely web-based in nature, DTNA does NOT utilize a specific "order form". In addition, to ensure sales are represented accurately from the dealer, any order placed against an approved concession is audited to validate the unit was both retail sold, and warranty registered to the correct customer. * No orders will be accepted by DTNA on a direct sale basis. Please see the attached sample Price Concession Confirmation letter for details provided for standard approved transactions. Please refer to the following documents for additional information: • Folder: "DTNA - Standard Transaction Document Samples" • Attachments: • Freightliner Terms of Sale • Western Star Terms of Sale • Order Intake Process – Example • Order Tracking / Audit Document – Example • Sample Form – Sourcewell Concession
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-Cards are not typically used in this type of commercial transaction. Payment terms will be negotiated between the selling DTNA dealership and the Sourcewell member as part of the negotiation of each individual purchase agreement. Should both parties to that transaction agree to the use of a P-Card that payment process may be accommodated. *

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	DTNA (Freightliner and Western Star Trucks) pricing is generated by our proprietary spec'ing and pricing software, SpecPro. Based on individual Member needs, a custom specification is created and subsequent MSRP (List Price) generated. Member pricing is then calculated as a function of MSRP (List Price), specific standard and optional content of each vehicle, then discounted accordingly, per the Sourcewell Discount matrix attached. Any / all surcharges, extended warranty(s) and freight charge, as noted in the pricing attachment, will be added after the Member discount(s) and are non-discountable. DTNA will offer discounts from our MSRP (List price) baseline via a sales program marketed to all dealerships in the US & Canada. This discount will be differentiated at the model level to best address the market segments being quoted. Percentage based price concessions will be used to consistently apply the level of discount to the vehicle being quoted. Discounts & applicable currency conversions (i.e. USD to CDN for Canadian Chassis) will be applied at time of chassis invoice via the use of a sales program code included on each individual order by the selling dealer. Specific discounting factors can be found in the matrix attached in the Pricing Document Upload Folder. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing - CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Base level discount structure will be a percentage reduction off MSRP (List Price), plus an additional 22.00% to 41.5%. A discount matrix, broken out by base model selected, has been provided as an attached document in this submission. MSRP (List) Price includes the Base Model, factory installed option content and customer specific modifications. Surcharges, extended warranty(s) and freight charge are non-discountable, as noted in Question 57 and the supplemental pricing attachment. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: 1. DTNA - Base Model MSRP Pricing – CY2024 2. US Pricing Matrix - CY2024 3. CAN Pricing Matrix - CY2024 4. Sample Sourcewell Quote
59	Describe any quantity or volume discounts or rebate programs that you offer.	DTNA recognizes the benefit of the Sourcewell program to its Members and the opportunity it presents DTNA in providing our products and services to meet Member needs. As such, Sourcewell pricing is set up to provide a benefit to its Members whether they are purchasing a significant quantity of vehicles or a smaller quantity of one or two vehicles. Upon assessing the dynamics of this market, DTNA may choose to periodically incentivize certain models or order periods to offer buying opportunities that benefit Sourcewell members for a defined period. Our proposed pricing model easily facilitates this concept through the application of program codes that can be marketed to the DTNA dealer base and Sourcewell membership pool. Practical application of the specified discount (either flat $ or % based) is accomplished by the selling dealer applying a discount code at time of order. Offerings of this type shall be at the sole discretion of the OEM, but will be promoted jointly by both DTNA & Sourcewell to ensure the broadest possible distribution of the incentive.
60	Propose a method of facilitating "sourced" products or related services, which may be referred to as "open market" items or "nonstandard options". For example, you may supply such items "at cost" or "at cost plus a percentage," or you may supply a quote for each such request.	Recognizing that individual Sourcewell members will have their own unique requests and requirements, those items are best negotiated between the DTNA dealers and Sourcewell member. The DTNA dealers will provide quotation for nonstandard options requests. Nonstandard options, goods and services to include, – but not limited to – truck bodies, trailers, truck equipment, tools, support devices, parts & maintenance kits, training & manuals, software, incremental transport beyond OEM delivery, and warranties will be priced by the DTNA dealers. Pricing structure will be at dealers' cost plus no more than an anticipated 5% mark up.
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Common charges may include, but are not limited to, pre-delivery inspection, incremental freight charges associated with required upfitting, equipment inspection, training or manuals. As Identified in response to question 60 above, any such costs will be identified in the sales quotation provided by the selling DTNA dealer. Additionally, applicable Federal, State, Local taxes, fees, title, tag permits, or other miscellaneous requirements are NOT included in prices quoted. These line items will be calculated by the selling dealer for the specific items being sold at time of invoice. It is the responsibility of the Member to provide the selling dealer a valid tax-exemption certification when appropriate.
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location within Canada or the contiguous United States. Additional shipping charges at dealer cost plus no more than an anticipated 5% will be applied to delivery destinations in Alaska, Hawaii, Guam, Puerto Rico and other US Territories. Dependent upon the specifications of the custom vehicle purchased by a Sourcewell Member, incremental transportation services may be required as part of the upfitting process such that a completed vehicle can be delivered. Should the upfit of additional equipment on the truck chassis be part of the agreement between the dealer and Sourcewell Member, the dealer will define any incremental transportation required and its cost to buyer as part of quotation.
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Sourcewell pricing as provided includes transportation from the assembly plant to the first specified delivery location. That location could be a designated port of embarkation on the US or Canadian mainland. Additional ocean, rail, flatbed, or other transport services that may be required by Sourcewell Members would be priced at the DTNA dealers cost plus no more than an anticipated 5%.
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	• Delivery locations can be changed at any time up until unit has been built into a load at origin build plant allowing for optimal flexibility in customer delivery planning. • Current delivery timelines from plant release to specified delivery location range from 3 – 10 days depending on build location and mileage to specified delivery point. Drivers are allowed to drive a maximum of 500 miles per day. • DTNA has the ability to direct contracted transporters to expedite/prioritize units for delivery based on customer needs. • Loads are moved in an optimal three or four way combination in order to maximize customer deliveries or focus on a critical subset of units. • Storage yards have been established in the event that units are built but need to be held in order to spread out delivery timelines as needed based on customer/location requirements.

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	d. other than what the Proposer typically offers (please describe).	The pricing is exclusive to Sourcewell members, as outlined in in question # 58. DTNA reserves the right to offer periodic incentives beyond the published discount structure.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Upon receiving a PO from a Sourcewell Member, the selling DTNA dealer will place orders for the truck chassis, as well as any associated equipment required. It is the responsibility of the Sourcewell Member to alert the selling dealer that they are utilizing their Sourcewell Membership number. Failure to do so may result in incorrect pricing structure to the Member and payment of the administrative fee to Sourcewell cannot then be guaranteed. As part of the ordering process the dealer will identify the municipal entity & their Sourcewell membership in the customer name field for the order (IE: City of Sunnydale / Sourcewell) which is required for the order to be accepted by DTNA. Additionally, the appropriate program code for Sourcewell discounts must be included so that the authorized discount structure can be applied to the invoice. These program codes are a searchable field and remain associated with the serial number generated at time of order. Based upon these two data points, DTNA will generate a list of trucks reported sold to Sourcewell Members. This data set will be verified by DTNA via internal audit; and the appropriate remittance sent to Sourcewell on a quarterly basis. Please refer to the following documents for additional information: • Folder: “DTNA - Standard Transaction Document Samples” • Attachments: 1. Freightliner Terms of Sale 2. Western Star Terms of Sale 3. DTNA Sample Form - Sourcewell Concession 4. DTNA - Order Intake Process 5. DTNA - Order Tracking - Audit Document	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	As part of our bid, DTNA has already identified a Program Manager for the Sourcewell account. This individual will be responsible for periodic reports to DTNA upper management detailing sales metrics to include measurement against baseline municipal sales in the US and Canada. Additionally, research will be conducted to ascertain the levels of participation by DTNA dealers and develop sales programs and training as DTNA views to be appropriate to the success of the program.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor’s sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member’s cost of goods. (See the RFP and template Contract for additional details.)	DTNA will disburse $800 per truck invoiced to Sourcewell Members with the designated sales program code. All credits will be dependent upon this sales code being attached to the order placed with DTNA. Credit disputes will be limited to vehicles reported sold in the previous quarter.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Proposers submitting a proposal in Category 1 as defined herein will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. For example, if a Proposer offers chassis and cabs with Internal Combustion Engines (ICE) as well as chassis and cabs with electric propulsion systems the Proposer should designate it is seeking an award in Category 1 **only**. Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**.

Line Item	Category Selection *	
69	Category 1: All engines, fuel, and propulsion type chassis and cabs	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *
70	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	DTNA is offering Sourcewell Members, vehicles from Freightliner and Western Star product lines that cover Class 6, 7, & 8 ICE AND BEV, through our extensive dealer network. The models include: FREIGHTLINER: M2-106 Plus - Conventional Cab - CAB CONFIGURATIONS - Day Cab 106” BBC - Extended Cab 132” BBC - Crew Cab 154” BBC - GVW 18,000 – 66,000 lbs - ENGINE RANGE - Diesel Engine Offerings: Detroit: DD5 & DD8, Cummins: B6.7 & L9 - 200-360 HP - 520-1150 lb/ft - TRANSMISSION RANGE – Automatic or Manual - Allison 1000 / 2000 / 3000 series - Eaton Manual - TOP APPLICATIONS - Dump, Plow, P&D, Utility, Sweeper, Refuse, Tank BEV - eM2-106 ELECTRIC - Conventional Cab - Day Cab 106” BBC - GVW 26,000 – 33,000 lbs - ENGINE – BATTERY ELECTRIC - 225 hp (165 kW) – 250 or 300 hp (224 kW) - TOP APPLICATIONS - P&D, Utility, Sweeper, Refuse

M2-112 Plus
- Conventional Cab
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 30,000 – 80,000 lbs (as a truck)
- ENGINE RANGE
- 260-525HP
- 730-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12
- Eaton Manual
- Allison 3000 / 4000 series
- TOP APPLICATIONS
- End Dump, Plow, Roll-Off/Refuse, Natural Gas Applications

108SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 112" BBC
- Extended Cab 132" BBC
- Crew Cab 160" BBC
- GVW 26,000 – 69,000lbs (as a truck)
- ENGINE RANGE 200-380 HP
- 520-1250 lb/ft
- Transmission Range – Automatic or Manual
- Allison 3000 / 4000 series
- Eaton Manual
- TOP APPLICATIONS
- Rail, Car Hauler, Muni Dump/Plow, Tank, Volumetric Mixer

114SD Plus
- Conventional
- CAB CONFIGURATIONS
- Day Cab 114" BBC
- Extended Cab 140" BBC
- Crew Cab 162" BBC
- GVW 26,000 – 92,000 lbs
- ENGINE RANGE 260-525 HP
- 720-1850 lb/ft
- TRANSMISSION RANGE - Automatic, AMT or Manual
- Detroit DT12
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Mixer, Dump, Plow, Refuse, Crane, Tank

EconicSD
- LCOE (Low Cab-Over Engine)
- CAB CONFIGURATIONS
- Hi and Lo Roof (Based on Front or Rear refuse application) 81" BBC
- GVW 64,000 – 66,000 lbs
- ENGINE RANGE 350 HP
- 1050 lb/ft
- TRANSMISSION RANGE Automatic
- Allison 3000 series
- APPLICATION
- Refuse

Cascadia
- CAB CONFIGURATIONS
- Day Cab 116" and 126" BBC
- Sleeper – 48", 60" and, 72" Options
- GCVW – up to 140,000+
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15
- 350-605 HP
- 1450-2050 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V & DT12-VX AMT
- Allison 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Line-Haul, LTL, P&D, Bulk – Dry, Liquid

BEV - eCascadia ELECTRIC
- Conventional Cab
- Day Cab 116" BBC
- GCVW 65,000 – 82,000 lbs (tractor)
- ENGINE – BATTERY ELECTRIC
- 320 hp (296 kW) – 425 hp (350 kW)
- TOP APPLICATIONS
- Tractor Applications

Western Star:
47X
- CAB CONFIGURATIONS
- Day Cab 111" BBC
- Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof
- GVW – 33,000 – 94,500 lbs (GCVW to 140,000+ as a tractor)
- ENGINE RANGE – Diesel Engine Offerings: Detroit: DD13, Cummins: L9 & X12
- 260-525 HP
- 860-1850 lb/ft
- TRANSMISSION RANGE – Automatic, AMT or Manual
- Detroit DT12-V AMT
- Allison 3000 / 4000 series
- Eaton Manual & Endurant AMT
- TOP APPLICATIONS
- Construction – Mixer, Dump Crane, Water Tanker
- Government – Snow Plow, Dump, Vacuum Truck
- Tractor – Flat Bed, Agriculture, Belly Dump
- Oil & Gas – Crane, Tanker, Vacuum Truck, Stake, Chemical Spreader
- Bulk – Dry, Liquid

		49X - CAB CONFIGURATIONS - Day Cab 121" BBC - Sleeper – 36" (Trench-style Low Roof or Mid Roof) & 48" Mid Roof, 60" Mid Roof, 72" - GVW – 33,000 – 94,500 lbs (GCVW to 200,000+ as a tractor) - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Construction –Dump Crane, Water Tanker - Logging – Pole Truck, Self-Loader, Chip Trailer, Off Highway - Heavy Haul – Equipment Hauler, Oversize, Specialty - Oil & Gas – Crane, Vacuum Truck - Bulk – Dry, Liquid 57X - CAB CONFIGURATIONS - Day Cab 116" and 126" BBC - Sleeper – 48", 60" and, 72" Options - GCVW – up to 140,000+ - ENGINE RANGE – Diesel Engine Offerings: Detroit: DD15 & DD16, Cummins: X12 & X15 - 350-605 HP - 1450-2050 lb/ft - TRANSMISSION RANGE – Automatic, AMT or Manual - Detroit DT12-V & DT12-VX AMT - Allison 4000 series - Eaton Manual & Endurant AMT - TOP APPLICATIONS - Line-Haul, Bulk – Dry / Liquid
71	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	DTNA is the leading provider of municipal truck chassis in North America. As such, we have extensive relationships with many of the body builders (TEM's) currently on contract with Sourcewell; and are confident that our dealer group has the required experience to spec the right truck for each Members' needs. A more complete listing of the segments / categories which DTNA products can service, is listed with our individual models, in Question 70, above. The following industry subcategories reflect the general range of solutions we can provide: • cranes • bucket trucks / utility • vacuum trucks • street sweepers • dump trucks • snowplows • refuse • box trucks • tractors • PARTS – replacement / service parts • FINANCIAL SERVICES – Financing and Leasing In the unlikely event that a particular requirement is not immediately identified, our Custom Application Engineering (CAE) team is available to help find solutions for Members. As a sub-category, to support the sale of Class 6-8 chassis - DTNA is also committed to supplying replacement / service PARTS, through our extensive distribution network, to serve each individual model and maximize uptime. Daimler Truck Financial Services is also available to serve Members' lease / finance needs, through our extensive distribution network. Many of the authorized DTNA dealers also offer lease / finance solutions, through dealer owned captive finance subsidiaries.
72	Describe any manufacturing processes or materials utilized that contribute to chassis strength, cab strength, overall durability, driver safety.	DTNA produces Western Star and Freightliner trucks in our five North America truck manufacturing plants. We are proud to foster a culture dedicated to continuous improvement in all our manufacturing processes. Long before our trucks are assembled on the production line, our engineering team designs and builds digital mock-ups of every truck model with individual vehicle identification numbers used throughout manufacturing process. State-of-the-art automation, like robots that paint and weld, helps us meet exacting standards on every production line. Sophisticated test equipment ensures that each vehicle's electrical system and chassis alignment is consistent with specifications. Every powertrain is verified and passes a dyno test prior to factory completion. The Detroit Assurance® Suite of Safety Systems is our industry-leading safety equipment that including active brake assist, side guard assist, adaptive cruise control, lane departure warning and more to keep operators, workers at the job site, pedestrians, and fellow motorists safe. Additional Driver Safety Enhancements include: • Improved insulation that muffles exterior noise and provides greater thermal efficiency. • Driver-centric dash with an easy-to-read driver information center. • Comfortable steering wheel with integrated controls. • An easy-to-use transmission control stalk that allows automated manual and automatic shifting and engine braking functions from the column for safer operation. • Ergonomic seats with precise adjustability for improved driver comfort and reduced fatigue. • Backup Alert System with 7" interactive touch screen display, factory installed backup camera and reverse proximity sensor. • The CHEC Tool customized parameters assist in safe operation with interlocks alerting the drivers to the status of operation. Our truck cabs are constructed with corrosion-resistant aluminum that is reinforced with e-coated steel and assembled to precise manufacturing tolerances with Henrob rivets and welded construction. This process produces a durable and safe cab that meets stringent A-pillar impact, rollover and back wall impact tests. The vocational chassis includes a robust backbone with a complete offering of single- and double-channel frame rails with set-forward or set-back front axles to maximize payloads, and frames can be custom punched and predrilled to TEM specs for improved up-fit. This includes a best-in-class single channel rail strength with RBM rating of 3.7 million inch-lbs. for greater strength, durability, and weight savings and a new, stronger 9.5mm rail that delivers the same RBM rating as an 11mm while saving nearly 100 pounds. Frame rails fasteners include Huck bolts and phosphate-coated Class 10.9 fine-thread fasteners offer a high clamp load and don't require maintenance.

73	Describe any differentiating serviceability attributes (remote diagnostics, etc.) your proposal offers.	Express WriteUp With the help of a mobile app, Express WriteUp provides a better way to create repair orders and estimates b they are performed at the vehicle to speed decision making. Express WriteUp also provides a better customer experience to help improve efficiency and convenience. Service Tracker Service Tracker is a web-based application for any customer and is used for streamlining communications with our service network and real-time tracking of their vehicles as they progress through the service experience – from estimate ready to vehicle ready. Service Tracker reduces wait time for approving estimates and provides customized repair status notifications. Uptime Pro Uptime Pro is a state-of-the-art management software that helps service at a dealer location run at peak efficiency with transparency and coordination that keeps everyone in the loop and provides visibility into progress, status and needs. Uptime Performance Uptime Performance enables dealers to understand the customer's view of their efficiency. Each of our Elite Support certified dealerships employs Continuous Improvement Coordinators (CIC) whose main job is to measure their performance and keep improving the customer experience. Virtual Technician Detroit Connect Virtual Technician® notifies fleets and owner-operators within minutes if their vehicles experience an engine or aftertreatment fault event. With information on the severity of the fault and recommendations for when, where, and how to best fix the issue, you can reduce time spent on unnecessary maintenance and make better service decisions for your fleet. Please refer to the following documents for additional information: • Folder: "DTNA - Pricing" • Attachments: "DTNA – Serviceability & Remote Diagnostics" 1. Freightliner - Uptime Management Suite 2. Western Star - Uptime Management Suite 3. Detroit Connect - On-Highway 4. Detroit Connect - Vocational

Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers submitting a proposal in Category 1 will be submitting in the broad category that includes all types of engines, fuel, and propulsion systems. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 15: Category 1 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Chassis Type (ICE and/or BEV)	Comments	
74	Class 4 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
75	Class 5 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that serve the Class 4 market.	*
76	Class 6 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 6 ICE & BEV markets. Offerings include Freightliner M2-106 & Freightliner eM2	*
77	Class 7 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 7 ICE & BEV markets. Offerings include Freightliner M2-106, Freightliner M2-112 & Freightliner eM2	*
78	Class 8 chassis	◉ Yes ○ No	Both Chassis Types (ICE and BEV)	DTNA offers a full breadth of products to serve the Class 8 ICE & BEV markets. Offerings include Freightliner M2-112, Freightliner 108SD, Freightliner 114SD, Freightliner Econic SD, Freightliner Cascadia, Freightliner eCascadia, Western Star 47X, Western Star 49X & Western Star 57X	*
79	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	Both Chassis Types (ICE and BEV)	We do not provide products that server these markets. As the OEM, DTNA will not be the provider of related equipment, accessory parts, upfitting, services, used chassis or class 3 chassis. However, many of our respective authorized dealers will provide these additional offerings at pricing to be determined by the facing dealer.	

Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Proposers seeking an award in Category 2, as defined herein, must include at least one solution offered within the scope of Category 2 for electric propulsion systems **only**. See RFP Section II. B. 1 for details.

☐ We will not be submitting for Table 16: Category 2 - Depth and Breadth of Offered Equipment Products and Services

Line Item	Category or Type	Offered *	Comments	
80	Battery Electric Vehicle (BEV) Class 4 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 4 BEV Market	*
81	Battery Electric Vehicle (BEV) Class 5 Chassis	○ Yes ◉ No	DTNA does NOT offer product that serves the Class 5 BEV Market	*
82	Battery Electric Vehicle (BEV) Class 6 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 6 BEV markets. Offerings include the Freightliner eM2	*
83	Battery Electric Vehicle (BEV) Class 7 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 7 BEV markets. Offerings include the Freightliner eM2	*
84	Battery Electric Vehicle (BEV) Class 8 Chassis	◉ Yes ○ No	DTNA offers product to serve the Class 8 BEV markets. Offerings include the Freightliner eCascadia	*
85	Related equipment, accessories, parts, upfitting, services, used chassis and Class 3 chassis	○ Yes ◉ No	DTNA does NOT offer product that serves this market.	

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Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should N2T have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - DTNA - Pricing.7z - Wednesday March 27, 2024 17:22:02
- Financial Strength and Stability - DTNA - Financial Strength and Stability.7z - Friday March 22, 2024 21:11:59
- Marketing Plan/Samples - DTNA - Marketing Plan.7z - Friday March 22, 2024 21:12:37
- WMBE/MBE/SBE or Related Certificates - DTNA - WMBE-MBE-SBE or Related Certificates.7z - Friday March 22, 2024 21:13:03
- Warranty Information - DTNA - Warranty Information.7z - Friday March 22, 2024 21:13:14
- Standard Transaction Document Samples - DTNA - Standard Transaction Document Samples.7z - Friday March 22, 2024 21:13:26
- Requested Exceptions - DTNA - Requested Exceptions.7z - Thursday March 28, 2024 09:41:37
- Upload Additional Document - DTNA - Upload Additional Document.7z - Friday March 22, 2024 21:33:53

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.
2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.
3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.
4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.
5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.
6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.
7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.
8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.
9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.
10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.
11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;
    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or
    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Eugene Berg, Director - Vocational Sales, Daimler Truck North America

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ○ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	
Addendum_7_Class 4-8 Chassis and Cabs _RFP_032824 Thu March 21 2024 08:45 AM	☑	1
Addendum_6_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 20 2024 12:36 PM	☑	3
Addendum_5_Class 4-8 Chassis and Cabs _RFP_032824 Mon March 18 2024 12:01 PM	☑	1
Addendum_4_Class 4-8 Chassis and Cabs _RFP_032824 Wed March 6 2024 09:38 AM	☑	1
Addendum_3_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 21 2024 04:08 PM	☑	2
Addendum_2_Class 4-8 Chassis and Cabs _RFP_032824 Wed February 14 2024 04:12 PM	☑	1
Addendum_1_Class 4-8 Chassis and Cabs _RFP_032824 Thu February 8 2024 04:24 PM	☑	1

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1669 TO SOLID WASTE SYSTEMS, INC., FOR A LOADER MOUNTED SNOW BLOWER

WHEREAS: City staff recommend the purchase of a Loader Mounted Blower to replace the existing snow blower currently utilized by the Sandpoint Public Works Department;

WHEREAS: Unfortunately, even with expenditures of more than $50,000 to rebuild the engine, the City's existing snow blower has experienced repeated mechanical failures in recent years and is functionally unreliable, with operational concerns persisting;

WHEREAS: As this is a specialty piece of equipment, rental options are extremely limited and often unavailable locally during snow events, and, when rentals can be sourced, costs are significant;

WHEREAS: The snow blower is the single most critical piece of equipment for effective downtown snow removal and is necessary to meet safety standards and maintain ADA access, while supporting business activity through timely snow clearance;

WHEREAS: The blower is available through the competitively bid Sourcewell Cooperative Contract 062222-JAL, in compliance with Idaho Code §§ 67-2807 and 67-2808(2), allowing the City to secure favorable pricing without conducting an independent bid process; and

WHEREAS: This is a budgeted purchase, provided for within the approved FY2026 Budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1669 to Solid Waste Systems, Inc. in the amount of $205,256.80, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1669**

SUPPLIER:

VENDOR: 003627

SOLID WASTE SYSTEMS INC
DBA SWS EQUIPMENT INC PO BOX 13040
SPOKANE VALLEY, WA 99213-3040
PH: (509) 533-9000 FX: (509) 533-1050

SHIP TO:

PO Ship Code 'JOB'

,

Description: LARUE D45 LOADER MOUNTED TWO-STAGE SNOW BLOWER

Details: SOURCEWELL CONTRACT 062222-JAL, SWS QUOTE 2954-2

Internal Use Only: SOURCEWELL DISCOUNT OF $16,500 AND A FALL 2025 DISCOUNT OF $7,500

Item No.	QTY	Unit	Description	Unit Price	Amount
LARUE D45 LOADER MOUNTED SNOW BLOWER	1.00	Units	LARUE D45 LOADER MOUNTED SNOW BLOWER 01-3100-7741-0000-31099430	220,500.00 220,500.00	
SOURCEWELL DISCOUNT	1.00	DISCOUN	SOURCEWELL DISCOUNT 01-3100-7741-0000-31099430	(16,500.00) (16,500.00)	
FALL 2025 PROMOTION DISCOUNT	1.00	DISCOUN	FALL 2025 PROMOTION DISCOUNT 01-3100-7741-0000-31099430	(7,500.00) (7,500.00)	
BLOWER PRE-DELIVERY INSPECTION	1.00	Units	BLOWER PRE-DELIVERY INSPECTION 01-3100-7741-0000-31099430	885.60 885.60	

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1669**

INSTAL CONTROLS - D SERIES SNOWBLOWER	1.00	DOLLAR	INSTAL CONTROLS - D SERIES SNOWBLOWER 01-3100-7741-0000-31099430	1,771.20 1,771.20	
FREIGHT TO SPOKANE WA	1.00	FREIGHT	FREIGHT TO SPOKANE WA 01-3100-7741-0000-31099430	5,000.00 5,000.00	
FREIGHT TO SANDPOINT	1.00	FREIGHT	FREIGHT TO SANDPOINT 01-3100-7741-0000-31099430	1,100.00 1,100.00	

Total:	$205,256.8

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 12/09/2025

Authorized Signature

SWS Equipment, LLC.

QUOTE

Four Locations Serving Washington, Idaho, Montana, Oregon
All Correspondence Remit: PO Box 13040, Spokane, WA 99213
800-892-7831 ~ Fax 509-533-1050 ~ phild@swsequipment.com
www.SWSequipment.com

Quote To:
City of Sandpoint
Wes Albin
walbin@sandpointidaho.gov
Phone: 208-255-6329
Cell: 208-255-6329

Ship To:
2024 Industrial Drive
Sandpoint, ID 83864

Bill To:
2024 Industrial Drive
Sandpoint, ID 83864

Quote #:	2954-3
Date:	12/05/2025
Sales Rep:	Phil Davison
FOB:	Destination
Ship Via:	Bestway
Est. Ship Date:	2 to 4 weeks
Term:	Net 30

Sourcewell Contract #062222-JAL
City of Sandpoint Member # 138917

STOCK # 230134
SERIAL # D45144

Qty	Description	Unit Price	Ext. Price
1	Larue D45 Loader Mounted Two-Stage Snow Blower. Conveyor Ribbon 32in. 235 hp Cummins QSB6.7 T4F. 2 cu yd min Loader Size. Standard Options: Hardox 500 directional spot casting chute with 2-section deflector. Wired joystick control. 4.3in LCD screen. 3 engine performance modes. 2 frame-mounted LED lights. 2 chute-mounted LED lights. Maintenance-free wet-type multi-disc clutch. Conveyor chain in oil bath. Hardox 550 drum. Tungsten carbide skid shoes. High strength steel scraper blade. Emergency stop buttons. Level indicator on the spot casting chute. Ground level fuel fill. Mechanical components enclosed. Block heater. Shovel. 66 US gallons fuel tank. 34in impeller. 108in working width minimum.	$ 220,500.00	$ 220,500.00
1	Wireless control system - Bluetooth		$ 0.00
1	Extra 25' control cable		$ 0.00
1	30" telescopic chute extension		$ 0.00
1	2-section chute deflector - Chromium carbide		$ 0.00
1	Drum - 150 degree rotation by worm gear		$ 0.00
1	Drum liner - Chromium carbide		$ 0.00
1	Heated LED lights - Frame		$ 0.00
1	LED work light - Safety bolts		$ 0.00
1	Reverse function - Conveyor & Impeller		$ 0.00
1	Scraper Blade - Tungsten Carbide		$ 0.00
1	Full width skid shoe - Hardox 550		$ 0.00
1	Quick Coupler - Please confirm what was ordered with Loader - Either John Deere brand or JRB Brand 416 or 418		$ 0.00
1	J.A. LARUE Inc. warranty covers any warrantable failures of new Equipment from defect in material or factory workmanship for one (1) year or 2000 hours of operation, whichever occurs first.		$ 0.00
1	Sourcewell Discount	$ -16,500.00	$ -16,500.00
1	Fall 2025 Promotional Discount	$ -7,500.00	$ -7,5[illegible]

Qty	Description	Unit Price	Ext. Price
	Subtotal	$ 196,500.00	$

Blower Pre-Delivery Inspection	$ 885.60
Install Controls - D Series Snowblower	$ 1,771.20
Freight to Spokane, WA	$ 5,000.00
Freight to SandPoint, ID or to John Deere Dealership	$ 1,100.00
Subtotal	$ 8,756.80
Grand Total	$ 205,256.80

QUOTE VALID FOR 30 DAYS

PRICING IS SUBJECT TO CHANGE BASED ON CURRENT MATERIALS AND AVAILABILITY. APPLICABLE SALES TAX NOT INCLUDED UNLESS OTHERWISE NOTATED - AMOUNT BASED ON FINAL INVOICE DATE.
ANY IMPLIED WARRANTY AS PER THE MANUFACTURER'S STANDARD WRITTEN WARRANTY PAYMENT DUE UPON COMPLETION OF WORK OR AS SPECIFIED ABOVE

Due to a high level of uncertainty with regard to pricing changes from our vendors and the freight industry, the price and freight charges on this document may be adjusted prior to shipping.

Signature: _____ Printed Name: _____ Date: _____

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

Sourcewell

Solicitation Number: 062222

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and J.A. Larue inc., 3003 Watt Avenue, Quebec QC, G1X 3W2 Canada (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Snow and Ice Handling Equipment, Supplies, and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires August 15, 2026, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

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Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers,

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

DocuSign Envelope ID: D233F7B2-9456-40FC-8FB9-47E087D59F9F

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

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4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial

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general liability insurance policy with respect to liability arising out of activities, “operations,” or “work” performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

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21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report

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all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R.

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§180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

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L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by an Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

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S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	J.A. Larue inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Louis Larue DE32F94072D044D...
By: _____	By: _____
Jeremy Schwartz	Louis Larue
Title: Chief Procurement Officer	Title: Vice-President
Date: 8/11/2022 | 1:07 PM CDT	Date: 8/11/2022 | 3:06 PM EDT

Approved:

DocuSigned by: Chad Coauette 7E42B8F817A64CC...

By: _____

Chad Coauette

Title: Executive Director/CEO

Date: 8/11/2022 | 2:09 PM CDT

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RFP 062222 - Snow and Ice Handling Equipment, Supplies, and Accessories

Vendor Details

Company Name:	J.A. Larue
Address:	3003 Watt Avenue Quebec, Quebec G1X 3W2
Contact:	David Olivier
Email:	david.olivier@jalarue.com
Phone:	514-742-6660
HST#:	

Submission Details

Created On:	Wednesday May 04, 2022 14:00:40
Submitted On:	Wednesday June 22, 2022 07:44:41
Submitted By:	David Olivier
Email:	david.olivier@jalarue.com
Transaction #:	a306d0ea-be39-45b1-843d-677fc6917dec
Submitter's IP Address:	199.167.105.226

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	J.A. Larue inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	N/A	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	N/A	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	L06W8/208580092	*
5	Proposer Physical Address:	3003, Watt avenue Québec, QC G1X 3W2 Canada	*
6	Proposer website address (or addresses):	www.jalarue.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Louis Larue Vice-President louis.larue@jalarue.com (418)-658-3003 #231	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	David Olivier Sales Manager david.olivier@jalarue.com (418)658-3003 #417	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Sylvain Dion Administration Manager sylvain.dion@jalarue.com (418)-658-3003 #255	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	In 1973, J.A. Larue inc. started as a repair shop for various types of heavy di equipment. Later, the company specialized in rebuilding used snow removal equipment, until, that is, founder André Larue had the vision to design and manufacture a snow blower that would stand out and stand up to the worst of winter. Nearly a half-century later the company is managed by the second generation, Denis, and Louis Larue. And it has become one of the largest makers of industrial snow removal equipment in the world. Founded and based in Quebec, where snowfall has been known historically to reach up to five meters in depth, Larue arose from a culture of snow. Snow isn't weather in Quebec, it's a way of life. We live it, four months a year. And all of that snow has given us an expertise that few others can claim. Our snow removal equipment is a study in continuous refinement, relentless innovation and an ability to deliver highly customized machines to clients around the world. Snow fears Larue. And when it comes to clearing roads, Larue is a name you can count on. OUR VALUES DEDICATION Dedication is the wellspring of quality, service, and the tireless energy needed to meet and exceed expectations. It is the source of curiosity, which in turn, leads to increased knowledge and expertise. Larue is dedication. PASSION Nothing drives dedication like passion. We don't simply build machines, we put every last atom of ourselves, our expertise, and our obsession with being better into each and every last one of them. Larue is passion. RESPECT Larue is not a monolith. If we enjoy achievement, it is because of our differences, and our ability to channel them into innovation, quality, and service where the whole is much greater than the sum total of its components. There is no achievement without respect. Larue is respect. TEAM SPIRIT We achieve together. We pull together, we innovate together. Team spirit is the direct byproduct of respect. One cannot exist without the other. Only a team can build a machine good enough to wear the Larue badge. Larue is team spirit. INNOVATION Innovation is the star that guides us, it pushes us to do more, do better, and do right by our clients. We have succeeded by being pioneers, not following. Leadership is a great responsibility, but we're relentless in our efforts to set an example and help our segment transform and embrace new ideas. Larue is innovation.	*
11	What are your company's expectations in the event of an award?	J.A. Larue inc. is honored to have served Sourcewell and its members who have purchased Larue snow blower equipment through Sourcewell contract #080818-JAL since 2014. We look forward to continu to be a valued partner to your members in providing the highest quality snow equipment solutions at the beneficial price, through a simplified procurement process.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	We have included in the attached bid document the following to attest to our financial stability and solid standing: -Dun & Bradstreet report on our financial ratios; -Specific reference letter from our bank; -Reference letters from 4 top-tier industry suppliers as to our volume of business and excellent payment record.	*
13	What is your US market share for the solutions that you are proposing?	We hold a 40% market share in D-Serie and 15% in T-Serie.	*
14	What is your Canadian market share for the solutions that you are proposing?	We hold a 70% market share in D-Serie and 75% in T-Serie.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No, Larue has never been bankrupt.	*

16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Larue is a manufacturer of snow removal equipment. Larue is a world class manufacturer which distributes products through a vast and capable dealer network. Larue and each dealer have signed a sales and service agreement that outlines the specific expectations from both parties. The Larue dealer network sells and supports our product line. These dealers offer full sales, parts and services support including best-in-class after-sales support as required by Larue. In a broad overview, Larue manufactures products and sell them to his dealer. Another advantage of independently owned dealers is that they know their customers and market well. They tailor their services specifically to their customers' needs. Although Larue will sign this contract as a manufacturer, Larue dealer will be given the opportunity to avail themselves of the sales business presented buy the contract and will execute all transaction with governmental, educational and non-profit customers as they do today. This includes but is not limited to consultation, quoting, accepting payment, delivery, warranty support, parts sales, and service. This is no different than sales occurring outside the terms of this agreement. Larue dealers heartily embrace Sourcewell contract #080818-JAL, and all of them have been trained in their use and as such will already be familiar with Sourcewell's contract. Larue offers specific discounts to Sourcewell members. By selling to members under Sourcewell contract, participating Larue dealers agree to honor those discounts.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	To the extent of our knowledge, we are unaware of specific licences or certifications required to pursue the business covered by this RFP.	*
18	Provide all “Suspension or Debarment” information that has applied to your organization during the past ten years.	Larue has not been suspended or disbarred in the last ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	We received a 94% rating from CGER for the evaluation of sales transactions. This includes several aspects: -Quality of service; -Product delivery time; -Quality of the product; -Cost of the product; -Quality/price ratio. You will find this evaluation attached to this response.	*
20	What percentage of your sales are to the governmental sector in the past three years	90%	*
21	What percentage of your sales are to the education sector in the past three years	0%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Sourcewell	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	N/A	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Tehema County	Matt Silvera	530-385-1462x3034	*
Town of Needham	John Regan	781-455-7500	*
City of Norfolk	Scott Smith	402-750-9439	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
ODOT	Government	Oregon - OR	Fleet remplacement of T80-Self Propelled Snow Blower	Avg transaction 550 000$ ea.	3 268 729,00 USD	*
City of Ottawa	Government	ON - Ontario	Fleet remplacement and Standardization strategy	20 X D60 snow blower: Fleet remplacement	3 640 000,00 CND	*
AKDOT	Government	Alaska - AK	Fleet remplacement of Self Propelled Snow Blower	4 X T-Serie Avg transaction 630 000$ ea.	2 510 392,00 USD	*
City of Montreal	Government	QC - Quebec	Fleet remplacement and Standardization strategy	21 X D65 snow blower: Fleet remplacement	2 974 267,50 CND	*
QUEBEC DOT	Government	QC - Quebec	Fleet remplacement. Each transaction was awarded to the lowest bidder	8 units.	1 518 466,00 CND	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales at Larue is driven by a Director of Sales & Marketing based at the head office. The director leads a team made up of estimation (1 TM), technical sales representative (6 TM), sales administration (1 TM) and marketing team (2 TM) to support the dealer networks.	*

27	Dealer network or other distribution methods.	Larue products are distributed by a dealer sales network. This network is structured as follows: Canada-West Falcon Equipment (https://www.falconequip.com/contact) BC : 3 locations AB: 1 location SK: 1 location MB: 1 location 9 Sales reps and 3 Technical trainers Canada-East QC-NB-PE-NS-ON-NL-NU-NT: Larue(3 locations) Quebec, Montreal and NB (5 sales reps) USA Larue products are distributed in 36 States through 13 dealers: Macqueen Equipment IA-IL-IN-MN-NE-WI: (4 locations) 16 Sales reps and 5 Technical trainers Bell Equipment OH-MI (2 locations) 8 Sales reps and 2 Technical trainers Viking Cives CT-KS-KY-ME-MO-NH-NY-TN-VT (7 locations) 16 Sales reps and 2 Technical trainers TranSource Truck & Equipment SD (3 locations) 5 Sales reps and 1 Technical trainer Swanston Equipment ND (2 locations) 4 Sales reps and 1 Technical trainer SWS ID-MT-OR-WA(3 locations) 10 Sales reps and 11 Technical trainer Snoquip CA-NV (1 location) 3 Sales reps and 1 Technical trainer Kois Brothers CO-WY (3 locations) 9 Sales reps and 1 Technical trainer Holland Equipment UT (1 location) 4 Sales reps and 1 Technical trainer CN Wood CT-MA-RI (6 locations) 15 Sales reps and 1 Technical trainer Craig Taylor Equipment AK (4 locations) 4 Sales reps and 1 Technical trainers H.A DeHart & Son DE-MD-NJ-PA (3 locations) 6 Sales reps and 1 Technical trainers https://www.jalarue.com/dealers/

28	Service force.	Larue products are supported after the sale by our dealer network. All service partners listed below offer on-site parts inventory with next-day shipping capabilit service bays, heavy equipment technicians and mobile service units. The network below supports Canadian and US customers. Canada- West BC-SK-AB-MB : (6 locations) Service bays: 40 60 technicians Larue QC-NB-PE-NS-ON-NL-NU-NT: (3 locations) Service bays: 10 20 technicians Macqueen Equipment IA-IL-IN-MN-NE-WI: (4 locations) Service bays: 42 65 technicians Bell Equipment OH-MI (2 locations) Service bays: 16 10 technicians Viking Cives CT-KS-KY-ME-MO-NH-NY-TN-VT (7 locations) Service bays: 42 65 technicians TranSource Truck & Equipment SD (3 locations) Service bays: 34 45 technicians Swanston Equipment ND (2 locations) Service bays: 20 26 technicians SWS ID-MT-OR-WA Service bays: 14 19 technicians Snoquip CA-NV Service bays: 8 10 technicians Kois Brothers CO-WY Service bays: 16 9 technicians Holland Equipment UT Service bays: 2 5 technicians CN Wood CT-MA-RI Service bays: 20 25 technicians Craig Taylor Equipment AK Service bays: 26 22 technicians H.A DeHart & Son DE-MD-NJ-PA Service bays: 10 8 technicians	*

29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Orders for Canadian and American Sourcewell members will be handled exclusiv through our dealer Network. https://www.jalarue.com/dealers/ Once the dealer put a bid under contract, they send a purchase order to Larue. We then put the order through the following process: -Contract review and approval; -Fabrication start; -Water bath testing & inspection; -Prepare for delivery; -invoice the dealer; -Report Sale to Sourcewell; -Warranty-Start process once In-Service paperwork received; -Satisfaction Survey sent.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Larue has 2 dedicated resources for customer and dealer support. We offer a 24/7 emergency phone (1-877-658-3013) for service issues to make sure our customers & dealers can reach us at any time. Our dealer network also maintains critical service resources and dedicated 24/7 support structures. The key benefit of a dealer network is that they have parts and technicians on hand to make repairs within 24 hours if the part is available. Larue is located 15 minutes from a major airport (YBQ) and can therefore guarantee 24-48 hour delivery to almost anywhere in Canada or the US for critical parts. Customer satisfaction is monitored by Larue through a customer survey process that is sent directly to the customers. This allows monitoring dealer performance and constructive feedback to the network for continuous improvement.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	We are happy to serve all geographic snowed areas and all Sourcewell Member, within the United States with our complete product line and service offering through Sourcewell. Larue has successfully utilized Sourcewell to sell machines in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We are happy to serve all geographic areas and all Sourcewell Member, within Canada with our complete product line and service offering through Sourcewell. Larue being a Canadian company, we already push to help Sourcewell gain popularity into the market.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	N/A - Larue can service all North America	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	N/A - Larue can service any Sourcewell participating entity sector requiring our products.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	N/A - Larue would have no restriction in these areas working through our local dealers who cover these territories.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Larue has an active Sourcewell contract at the time of filling out this tender. We advertise our Sourcewell partnership through many different channels such as our website, dealer portal, product order forms, brochures, print advertising, Power Point training, tradeshows and social media. You will find marketing materials attached to this response.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We use our newly designed and content-rich website to promote our Sourcewell contract and to explain in a dedicated web page the details about what Sourcewell is and what are the benefits of using it. We also use our product order forms to remind each of our customers (or dealer customers) that we have a Sourcewell contract and that they can save money and simplify their procurement process if they use it. Please see our attached product order form to see details. Our dealer portal is not live yet, but coming this summer. We will have a Sourcewell page where our dealers will find all the details (financial, communication) in order to encourage their clients to use Sourcewell. Finally, we occasionally make a social media post to our highly engaged community about the benefits of Sourcewell, please see examples attached. WEBSITE: https://www.jalarue.com/cooperative-purchasing/ Our website is integrated with Google Analytics and Facebook pixel technology to analyze our data and enhance our ads. We do monthly Google Search Ads for our related snow removal keywords, as well as Facebook, You Tube and LinkedIn ads. FACEBOOK: https://www.facebook.com/laruesnowblowers LINKEDIN: https://www.linkedin.com/company/laruesnowblowers/ INSTAGRAM: https://instagram.com/laruesnowblowers YOUTUBE: https://www.youtube.com/laruesnowblowers DEALER PORTAL (not live yet): https://portal.jalarue.com/	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	In our opinion, Sourcewell's role is to promote vendors who make quality and reputable products while maintaining good business practices, and to facilitate/accelerate the purchasing process for members who need these products. It is a seal of approval in which these organizations trust to acquire the right solutions at a discounted price. Sourcewell is already integrated in our sales process because each of our dealers and their customers have the opportunity to see our Sourcewell awarded contract on their Larue equipment purchasing form, so that they can use it.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Due to the many applications for our products and high number of options available, we prefer to have a consultant who can add value by providing a better adapted product configuration in order to fully respect the customer's needs according to his specific work environment. Performance or environmental requirements can sometimes influence the product features that we include in our proposal. For those reasons, we do not currently use an e-procurement system.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Our dealers include a minimum OF 2 hours product orientation at time of final delivery. (covering operation and maintenance) Furthermore, we have an 8-hour training course that can be offered through our dealer network for a cost of 500$ plus fees (fee is included in the supporting documents) Lastly, our dealer and customer portal will be launched at the end of July 2022 and will feature, among other things, Larue University which contains digital training material such as videos, Power Points and documents. The portal will be the main access point for our dealers and customers where they will be able to register product warranty, find product manuals, manage inventory, order literature, order parts and find useful resources. (see print screen)	*
41	Describe any technological advances that your proposed products or services offer.	All Larue Products have: • Service Free blower clutch; • Reversing engagement to unplug (safety) • Calibrated overload protection device; T-Serie: • (Optional) Free vision obstruction heated glasses; • Sound proof cab having operational average level of 72 dBa.	*

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	Larue is engaged with partners on preliminary designs for electric/hydrogen apparatus t meet the need of moving towards green solutions. Larue has also invested in R&D to make our equipment more efficient. Here are some examples: All, except: D40, D87, D97, T80. • Use engine with European emission certification rather than the North American certification for less emission. • Service-free drive shaft to reduce the use of petroleum grease. T95 : Power Management System of the dual engine increase efficiency and reduce the fuel consumption. D5*, D6* : (optional) 2-speed transmission with the power Management System to minimize the power requirement and increase the efficiency of operation to reduce the fuel consumption. All Model: (optional) On demand Fan to reduce the fuel consumption and noise We also recycle: 100% of the metal waste, paperboard and pallet wood from our manufacturing activities and 100% of the paperboard, paper, aluminum and glass from our administrative activities. Larue eliminated use of plastic water bottles from our hospitality fridges.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third-party certification. However, we have integrated the vast majority of our machines engines with European emission certification rather than North American certification for lower emissions.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	N/A	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Larue offers the industry’s widest range of industrial snow blowers with 11 loader-mounted and 5 self-propelled models. There is a Larue product designed for any type of operation and work environment. From airports, mountains, municipalities, larger cities and ski areas, we cover all those applications. Larue products deliver great value for money with exceptional manufacturing quality and are very easy to service, which takes care of our customers’ bottom line. OEM parts are easily and rapidly found through our global dealer network or sometimes through us directly. Larue also has the biggest selection of product options which helps to provide highly customized equipment adapted to customers’ specific needs. As a family-owned business with almost 50 years of history, customer satisfaction has always been our core philosophy and continues to guide our actions and decisions. We dedicate a great part of our budget to product innovation and growth, as evidenced by our recent investment in a modern facility with almost 100,000 square feet. Needless to say, we have the capacity to supply the market and since building snow removal equipment is our primary focus, Sourcewell’s participating entities can rest assured that we will deliver.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	For the applicable warranty period, Larue warranties its products against any defects in material and workmanship including any parts or labor necessary to remedy the warranty claim. Please see standard warranty policy for Canada and the USA in supporting documents along with our certificates: Full machine standard warranty is provided - 1 year or 2,000 hours of operation, whichever occurs first, as outlined in the standard warranty document. (These warranties cover parts and labor) Engine -two years or 2,000 hours of operation, whichever occurs first,	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	N/A	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Larue warranty providies travel time, up to four -hours round trip, if in the opinion of the VENDOR, the product cannot reasonably be transported to business of a LARUE authorized Service Center or other source approved by LARUE (travel labor in excess of four-hours round trip, any meals, mileage, lodging, etc. are the owner's responsibility)	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	We coordinate all warranty claims through our local dealer network. The dealer's professional service department have all the necessary relationships to coordinate any and all warranty claims for the component manufacturers involved in the construction of the Larue product, and this, in conjunction with Larue. This ensures a simple, single-point-of-contact for all services after the sale.	*
51	What are your proposed exchange and return programs and policies?	Larue Reman remanufactures an extensive line of components ranging from transmission, gear box, planetary and complete engines. These products are competitively priced and offer "Same as New" warranty. Larue Reman's quality remanufacturing process requires that all cores be completely disassembled, thoroughly cleaned, and inspected for damage to ensure they meet or exceed our rigid reusability guidelines. All wear items are replaced with new parts. Once the remanufacturing process has been completed, all units are fully tested to ensure they meet industry standards and to provide the customer with unequalled performance.	*
52	Describe any service contract options for the items included in your proposal.	Our dealer network offers preventive maintenance programs.They also offer a variety of preventive maintenance programs and tool tailored to each department need. (Examples provided in the supporting documents)	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Standard payment terms for Larue product is payment NET 30 Days. On occasion our dealers will make special term arrangement with their customers.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Leasing solutions are offered through our dealer. Also, we have DLL who offers wide range of products and services includes loans and lease products. Examples provided in supporting document. (Pricing upload)	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	All documentation is internal between Larue and the dealerships. However, the dealers have been trained on how to properly invoice a Sourcewell transaction to clearly show the Sourcewell contract number, as well as the Sourcewell discount, on their final invoice to the end customer. We have provided samples of our pricing and order form.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Because Larue Dealers will be receiving payments directly from members, accepting P-card procurement will be at their discretion. Many dealers do accept this method without additional fees. Some have limitations on the amount that can be processed.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	All pricing is communicated to the market throught our Larue Pricing & Order form. How it works:. Once the representative opens a price list, he has access to the first tab which explains how to fill up the order. The second tab explains what is Sourcewell and how his customers can use it and take advantage of the program. In a Larue product tab (one tab per model), he selects wether the customer participates in the Sourcewell program or no. If he selects Yes, the Sourcewell discount rate will appear at the bottom of the price list. The representative then enters the quantity of units ordered (of the same model). The Sourcewell discounted price will appear in the Extended column of each element. The Sourcewell discount rate will adjust according to the conditions mentioned in the first paragraph of this response. At the bottom of the grid, the dealer sees the total Sourcewell discount amount and the total customer price including the Sourcewell discount. We think we have made it very clear for the dealer to use our price lists and to communicate the benefits of using Sourcewell to a prospect or customer.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	We are happy to offer a 5% discount off Standard List Price (MSRP) to our Sourcewell customers when they purchase 1 or 2 units of the same model and on the same PO.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	Quantity discount: 3-9 units = additional 2% 10 + =additional 5%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced products will be priced using a cost-plus model. For the purpose of this proposal, Sourcewell members will be quoted cost + 20% through the dealer network for any item that must be sourced externally.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Dealer provided goods and services: Customer requested non-factory goods/services will be quoted by dealers. Set-Up and installation fees: Dealer applies charges that cover their costs for installing and ensuring the proper operation. The set-up fee and installation fees are quoted by the dealer. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine models and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	All proposed prices are FOB our factory in Quebec City, Quebec, Canada. Transport costs will be arranged by the local dealer with the end customer at the time of purchase. These amounts are separate from the apparatus price and are not considered for discounts or fees to Sourcewell.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Please see response at 62.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	We offer everything from conventional truck delivery to turnkey solutions.(ex: we delivered to an American military base in Japan)	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Sourcewell contract discounts will be published to our dealer network and the dealers will be required to the references the Sourcewell contract on all related requests for quotes through our Larue Pricing & Order form. Quarterly, the Director of Business Development and Administrator Manager will extract a report of all invoices that reference the Sourcewell contract. Larue will submit a copy of the report along with the applicable cheque for the fee payable to the Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Larue will monitor dealer performance at the bid stage to give them constructive feedback on how to leverage the program with their end users. Specific metrics that will be monitored include total number of Sourcewell quotes per quarter, percentage of total quotes attributed to Sourcewell, and win/loss ratio of Sourcewell quotes vs non-Sourcewell quotes.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Larue proposes a 2% administrative fee. This 2% fee will be calculated on the vendor's total sales.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Larue manufactures industrial snow removal equipment such as loader-mounted and self-propelled snow blowers, runway brooms and plows. Our customers are municipalities, airports, contractors, government agencies and ski areas all over the world.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	Loader mounted snow blowers Self-propelled snow blowers Self-propelled brooms & plows Snow Truck Snow Tractor Airport snow blowers Airport brooms & plows Multi-Task Equipment (MTE)	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Plows, blades, wings, blowers, and brooms	(•) Yes ( ) No	We offer blowers, brooms and plows. Larue offers the largest selection of loader-mounted and self-propelled snow blowers, meaning you're sure to find equipment to fit the tightest requirements and even tighter budgets. Our 16 different models are designed to exceed expectations and keep your community safe, and mobile.	*
72	Spreader or sprayer systems for the application of de-icing or anti-icing solids or liquids and snow melters	( ) Yes (•) No	N/A	*
73	Dump bodies, specialty equipment, and air or hydraulic systems, related to the upfitting or modification primarily for snow and ice handling; and,	( ) Yes (•) No	N/A	*
74	A complementary offering of parts, supplies, and accessories, related to the upkeep, repair, or maintenance of their offering of equipment as described in 71-73 above	(•) Yes ( ) No	We offer all services listed. Larue has a dedicated service parts warehouse of more than 10M$.	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 75. **NOTICE**: To identify any exception, or to request any modification, to the Sourcewell template Contract terms, conditions, or specifications, a Proposer must submit the exception or requested modification on the **Exceptions to Terms, Conditions, or Specifications Form** immediately below. The contract section, the specific text addressed by the exception or requested modification, and the proposed modification must be identified in detail. Proposer's exceptions and proposed modifications are subject to review and approval of Sourcewell and will not automatically be included in the contract.

Contract Section	Term, Condition, or Specification	Exception or Proposed Modification

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - List Price.zip - Wednesday June 22, 2022 07:30:08
- Financial Strength and Stability - Finance.zip - Thursday June 16, 2022 12:58:05
- Marketing Plan/Samples - Marketing.zip - Wednesday June 22, 2022 07:30:40
- WMBE/MBE/SBE or Related Certificates - CEGER.pdf - Monday June 20, 2022 13:09:29
- Warranty Information - Warranty.zip - Monday June 20, 2022 12:59:53
- Standard Transaction Document Samples - Larue - Equipment Pricing & Order Form 2022 USD T-Series.zip - Wednesday June 22, 2022 07:32:53
- Upload Additional Document - Support.zip - Wednesday June 22, 2022 07:31:38

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or an Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - David Olivier, Sales Manager, J.A. Larue inc

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_3_Snow_Ice_Handling_Equipment_RFP_062222 Thu May 26 2022 01:38 PM	☑	2
Addendum_2_Snow_Ice_Handling_Equipment_RFP_062222 Fri May 20 2022 02:03 PM	☑	1
Addendum_1_Snow_Ice_Handling_Equipment_RFP_062222 Tue May 3 2022 03:55 PM	☑	1

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1672 TO PAPE MACHINERY FOR JOHN DEERE 544PZT END LOADER

WHEREAS: City staff recommend the purchase of a John Deere 544PZT End Loader to replace the existing end loader currently utilized by the Sandpoint Public Works Department;

WHEREAS: The existing end loader is approximately 25 years old, more than double the typical 12-year useful life that is recommended by the American Public Works Association, exceeding its operational reliability;

WHEREAS: The existing end loader has increasing downtime, resulting in escalating repair costs and mechanical failures and the need to rent equipment in order to maintain essential services;

WHEREAS: Replacing the aging unit with a modern machine will restore dependable capacity for year-round operations and ensure compliance with current safety, performance, and emissions standards;

WHEREAS: The requested purchase order for the new end loader is coordinated through a competitively bid cooperative purchasing contract in compliance with Idaho Code § 67-2808(2), allowing the City to secure favorable pricing without conducting a separate bid, where this purchase will be made through Sourcewell Cooperative Contract No. 10122-VTR, as allowed under Idaho Code § 67-2807; and

WHEREAS: This is a budgeted purchase, provided for within the approved FY2026 Budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1672 to Pape Machinery in the amount of $232,500, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1672**

SUPPLIER:

VENDOR: 003713

PAPE MACHINERY INC
6210 W ROWAND ROAD
SPOKANE, WA 99224
PH: (541) 463-2953 FX: (541) 359-4012
EMAIL: MCOCHRAN@PAPE.COM

SHIP TO:

CITY SHOP

2024 INDUSTRIAL DR
SANDPOINT, ID 83864

EMAIL: AWILLIAMS@SANDPOINTIDAHO.GOV

Description: JOHN DEERE 544PZT WHEEL LOADER

Details: SOURCEWELL COOPERATIVE GOVERNMENT CONTRACT WITH ADDITIONAL DISCOUNTS

Internal Use Only: SOURCEWELL CONTRACT DISCOUNTS AND ADDITIONAL DISCOUNTS TOTALLING $158,387 TOTAL ID DISCOUNTS - HF

Item No.	QTY	Unit	Description	Unit Price	Amount
JOHN DEERE 544PZT WHEEL LOADER	1.00	DOLLAR	JOHN DEERE 544PZT WHEEL LOADER 01-3100-7741-0000-31099430	390,887.00 390,887.00	
SOURCEWELL DISCOUNT	1.00	DISCOUN	SOURCEWELL DISCOUNT 01-3100-7741-0000-31099430	(148,887.00) (148,887.00)	
ADDITIONAL DISCOUNT	1.00	DISCOUN	ADDITIONAL DISCOUNT 01-3100-7741-0000-31099430	(9,500.00) (9,500.00)	
				Total:	$232,500.0

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

PURCHASE ORDER
CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/21/2025	**26-1672**

Date Printed: 12/08/2025

Authorized Signature

Prepared For

CITY OF SANDPOINT

1123 LAKE ST

SANDPOINT, ID 838641714

Prepared By

JASON JONES

Pape Machinery, Inc.

6210 W Rowand Road

SPOKANE, WA 99224

509-671-0449

jjones@papemachinery.com

Quote Id 1376638

Creation Date 05-Dec-2025

Expiration Date 04-Jan-2026

Quote Summary

Equipment Summary	QTY In Group
544 P-Tier Wheel Loader	**1**
Equipment Total	**$232,500.00**

Quote Summary	
Total Selling Price	$232,500.00
Sub-total	**$232,500.00**
Balance Due	**$232,500.00**

Salesperson : X _____ **Accepted By : X** _____

Selling Equipment

Quote # 1376638

Customer CITY OF SANDPOINT

544 P-Tier Wheel Loader

QTY In Group : 1

Hours - - -

Serial Number - - -

Stock Number - - -

PUK Parent Serial #

Equipment Summary

Code	Description	Qty
6032DW	544 P-Tier Wheel Loader	1

Base / Options

Code	Description	Qty
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Standard Loader	1
0451	Standard Z-BAR	1
0613	Level 3 Trim	1
0659	Level 4 Performance	1
0953	Advanced Vision System	1
1102	Advanced Object Detection	1
1210	Premium Package Radio	1
1301	Left Side Steps	1
183N	JDLink™	1
1862	Level 2 Fleet Health	1
2201	Less Payload Scale w/ Cycle Counter	1
2261	8 IN (203mm) Touchscreen Display	1
2301	10.1 IN (257mm) Secondary Display - G5	1
4065	John Deere 4.5L - FT4/SV	1
6525	Detection System Ready Hitch w/ Pin & Rear Counterweight	1
7026	Joystick Controls	1
7054	Three Function Hydraulics	1

5117	Michelin XSNOPLUS - 20.5R25 L2 1-Star Radial Tires w/ 3 PC Rims	1
5553	Full Coverage Front Fenders	1
7403	Hydraulic Coupler - JRB 416 Pattern	1
7822	3.00 YD (2.30 CM) Enhanced Performance	1
7458	Bolt-On Cutting Edge	1
7500	Less Fork Frame	1
7700	Less Tines	1
8295	Heated And Powered Exterior Mirrors	1
8500	Cold Weather Package	1
8505	Guards - Transmission & Bottom	1
8502	Maintenance and Service Package	1
8508	Auxiliary Equipment Package	1
8042	Axle Oil Cooling and Filtration	1
Total Base / Options		

Dealer Attachments

Code	Description	Qty
	Powertrain And Hydraulics, 2500 Total Hours or 60 Total Months, $0 Deductible	1
	Soucewell Discount Contract #011723-JDC $148,887	1
	Additional Applied discount $9,500	1
Total Dealer Attachments		
Total Selling Price		

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Solicitation Number: RFP # 011723

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales, 1300 River Drive, Moline, IL 61265 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Heavy Construction Equipment with Related Attachments and Technology from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

B. EXPIRATION DATE AND EXTENSION. This Contract expires April 14, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract may be extended one additional year upon the request of Sourcewell and written agreement by Supplier.

C. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. The John Deere Warranty Statement describes covered items and services when returning Damaged Equipment and

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Products. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity. Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

A fully executed Sourcewell Price and Product Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee. Any state that requires a Sourcewell participating addendum with an additional admin fee, we reserve the right to reduce the list price discount to accommodate this additional fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:
   a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.
   b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.
2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.
3. *Use; Quality Control.*

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a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:

Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.

Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

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5. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier.

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E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Intentionally Omitted.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

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Sourcewell

DocuSigned by:
By: Jeremy Schwartz
C0FD2A139D06489...

Jeremy Schwartz
Title: Chief Procurement Officer
Date: 4/4/2023 | 2:30 PM CDT

John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

DocuSigned by:
By: Mark Oliver
1CAF73242BB647F...

Mark Oliver
Title: Manager Contract Sales
Date: 4/5/2023 | 8:05 AM CDT

Approved:

DocuSigned by:
By: Chad Coauette
7E42B8F817A64CC...

Chad Coauette
Title: Executive Director/CEO
Date: 4/5/2023 | 8:20 AM CDT

DocuSign Envelope ID: 54FC24D3-8A5A-4541-98A2-44B284ACDC8E

RFP 011723 - Heavy Construction Equipment with Related Attachments and Technology

Vendor Details

Company Name:	John Deere Shared Services LLC
Does your company conduct business under any other name? If yes, please state:	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
Address:	1300 River Drive Moline, IL 61265
Contact:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Phone:	309-207-0431
HST#:	36-2382580

Submission Details

Created On:	Monday November 28, 2022 09:24:58
Submitted On:	Thursday January 12, 2023 14:48:05
Submitted By:	Brooke DeVol
Email:	ForsbergBrookeL@JohnDeere.com
Transaction #:	17731346-34ec-484a-83d5-3fc1c1f49270
Submitter's IP Address:	165.225.57.43

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	John Deere Construction Retail Sales a division of John Deere Shared Services LLC
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Not Applicable
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	John Deere Construction Retail Sales JDCRS John Deere Construction & Forestry
4	Provide your CAGE code or Unique Entity Identifier (SAM):	Cage Code: 3PSD7 UEI: ED9BLXH3Hg21
5	Proposer Physical Address:	1300 River Drive Moline, IL 61265
6	Proposer website address (or addresses):	www.deere.com
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Brooke DeVol, Contract Administrator 1300 River Drive Moline, IL 61265 ForsbergBrookeL@JohnDeere.com 309-207-0431
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Mark Oliver, Manager Contract Sales 1300 River Drive Moline, IL 61265 OliverMarkR@JohnDeere.com 309-748-3418

Table 2: Company Information and Financial Strength

Line Item	Question	Response *
10	Provide a brief history of your company, including your company’s core values, business philosophy, and industry longevity related to the requested equipment, products or services.	We Run Like No Other. We conduct business essential to life. Running for the people who trust us and the planet that sustains us, we create intelligent connected machines that enable lives to leap forward. See our higher purpose: https://www.deere.com/en/our-company/higher-purpose/ John Deere customers are at the center of everything we do. We rely on more than 180 years of experience and terabytes of precision data to know them and their businesses better than anyone else. Our easy-to-use technology helps deliver results they see in the field, on the job site, and on the balance sheet. We ensure seamless access to parts, services, and performance upgrades from take home to trade-in by providing world-class support throughout the lifecycle of their equipment, with productivity and sustainability always in mind. We never forget that we're here to help life leap forward. Deere & Company at a glance: https://www.deere.com/assets/pdfs/common/our-company/deere-&-company-at-a-glance.pdf

11	What are your company's expectations in the event of an award?	Our expectation, if we are awarded, is to continue working with Sourcewell to provide governmental customers the best option for acquiring our Construction Compact Construction products. The John Deere Governmental Sales Team will continue to train our dealers on how to present Sourcewell and the benefits the contract offers to continue growing our sales. Since our training plan was rolled out in late 2016, our sales on this contract have had significant growth and our expectation is to continue that trend in the market place.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	John Deere has a long history and attached in supplemental documents is our most recent annual report from 2021. Our 2022 fiscal year just concluded on October 31, 2022 and the annual report is not published at this time.	*
13	What is your US market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in the US.	*
14	What is your Canadian market share for the solutions that you are proposing?	While we do not publicly state market share position, John Deere Construction & Forestry holds a top level market share position across our entire product portfolio in Canada.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	No bankruptcy proceedings have taken place.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	John Deere Construction Retail Sales (JDCRS) is based in Moline, IL and is responsible for growing sales in the governmental segment for the Construction & Forestry Division of John Deere. All employees of JDCRS are full time John Deere employees. This sales team is responsible for training our dealers on governmental business, contracts and sales processes. Specific to supporting the Sourcewell contract, the account managers, contract manager and sales support team are responsible for educating the dealers on the quoting, ordering and delivery process of products sold on the Sourcewell contract. All dealers are required to go through a contract training program either in person or virtually via Microsoft Teams to become an authorized seller on our contract. This process has been the main driver of our growth since it was launched in 2016. We do retain the right to sell direct if required or the dealer has not completed our training program. Upon award of this new contract, we are revamping our training process to leverage our John Deere University online training system to make it easier and more efficient for the dealer field staff to become trained and certified on the Sourcewell contract.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	John Deere maintains all licenses and certifications necessary to conduct its business around the world. This is supported by our Supply Management, Engineering, Safety, Accounting, Human Resources and Tax and Legal Departments. John Deere self-audits and has regular outside audits performed by Deloitte & Touche for compliance with all required licenses, certifications and regulations.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	There are no suspensions or disbarments to note.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	John Deere has received numerous levels of recognition and awards worldwide for quality production standards, environmental responsibility, ethics, diversity, safety and corporate citizenship. Page 12 of the 2021 Annual Report (attached in the documents section of the response) showcases some of our business highlights and the list of 2021 Awards and Recognitions. Also, attached within the documents section is our 2021 Sustainability Report for John Deere.	*
20	What percentage of your sales are to the governmental sector in the past three years	Customer and segment specifics for John Deere sales are not shared publicly. For the industry as a whole that we participate in, approximately 10-15% of sales for Construction and Compact Construction Equipment are sold to governmental agencies across North American each year.	*
21	What percentage of your sales are to the education sector in the past three years	Our education sector sales is a low percentage of our total governmental business but education entities have utilized the Sourcewell contract previously. For construction and compact construction equipment it is generally reported as a local or state level sale.	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	NASPO, as well as state participating addendums through this contract H-GAC TASB BuyBoard We also hold on average 5-10 individual state contracts outside of cooperative purchasing contracts. Sales figures are not publicly shared on any of these contracts.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA DLA US Fish & Wildlife, IDIQ Sales figures are not publicly shared on any of these contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Murphy Tractor & Equipment; an authorized dealer with a vast customer base with Sourcewell purchases.	Cole Iverson VP of Sales	507-320-8826	*
Brandt Tractor Ltd.; an authorized dealer with a vast customer baes with Sourcewell purchases.	Lloyd Norminton Government Sales Manager	780-486-6786	*
RDO Construction Equipment MW; an authorized dealer with a vast customer base with Sourcewell purchases.	Jesse Miller Government Sales Manager	952-882-2752	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
New York State	Government	New York - NY	Sourcewell and Sourcewell participating addendum sales.	We averaged 172 sales per year over the last 3 years within the state of New York.	We averaged 19 million dollars per year over the last 3 years within the state of New York.	*
State of Ohio	Government	Ohio - OH	Sourcewell sales. Ohio STS contract was also held and is now expired. These sales are not publicly shared from our office. 2022 Q4 is our first full quarter of our Sourcewell PA contract being rolled out in Ohio.	Previous contracts in Ohio averaged 38-50 transactions per year.	Previous contracts in Ohio averaged 3-5 million dollars per year.	*
United States Air Force	Government	Pennsylvania - PA	DLA Military Sales	Not publicly shared from our office.	Not publicly shared from our office.	*
Florida Forest Service	Government	Florida - FL	Florida Forest Service contract	Not publicly shared from our office.	Not publicly shared from our office.	*
Louisiana DOT	Government	Louisiana - LA	State DOT contract	Not publicly shared from our office.	Not publicly shared from our office.	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Sales is covered by our independent dealer network that has been trained and certified on the Sourcewell sales processes. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
27	Dealer network or other distribution methods.	There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We have dealer standards that require a minimum sales person to customer ratio to ensure proper sales coverage and response time.	*
28	Service force.	This is covered fully by our dealers. Our dealers standard policy also has a minimum service technician to machine base ratio to ensure the best service and response time.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	We have two processes for ordering products on our Sourcewell contract. The majority of our sales are ordered by authorized selling dealers that have been trained and certified by our John Deere Government Sales office. Upon delivery of an order we have a sales reporting automated process to capture the sales for reporting to Sourcewell. For dealers that may not be certified yet, our John Deere Government Sales office reserves the right to order direct.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	A professional, capable, well-trained, well-capitalized dealer network is one of John Deere's competitive advantages. Our dealers, backed by John Deere, provide local customer support, repairs, maintenance and parts. John Deere has authorized dealers in all 50 U.S. states and all across Canada. There are nearly 400 dealer locations in the U.S., authorized to sell John Deere construction equipment products and another 60 covering Canada. There are roughly 1400 dealer locations in the U.S. authorized to sell compact construction equipment and another 500 across Canada. These John Deere dealers sign contracts to sell and service John Deere products in their assigned areas. We also have a certified technician training program to ensure quality service for our customers. There are also multiple regional parts depots across North America for the best parts availability in the industry. Dealers must submit an annual business plan that contains their commitment to effectively selling and supporting all potential customer in their area, including but not limited to commercial accounts, national accounts, and state, county, and local governmental agencies. Customer can count on John Deere construction dealers to support our products and customers.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	All areas of the U.S. will be served.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	All areas of the U.S. will be served. All areas of Canada that Sourcewell has a defined partner (such as Canoe) will also be served.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Any agency that John Deere defines as a governmental customer and is also eligible to be a Sourcewell member will qualify for the discounts on our contract. John Deere Construction & Forestry defines a governmental customer as the following: 1. Federal, state/provincial, county, municipal and local governmental agencies 2. Hospitals and state/provincially accredited schools (both public and private) 3. Special government and/or taxing districts that have authority to levy taxes and/or issue tax free municipal bonds (ex. airports) 4. Governmental facilities run by independent management groups qualify only if a governmental agency issues the purchase order and retains ownership. Ownership by the management group voids discount eligibility. 5. Non-governmental utilities or departments or divisions of them that provide has, water, electrical, or telephone service directly to commercial or home users 6. Governmental agencies or departments or divisions of them that provide recycling or waste service directly to commercial or home users. Companies or departments or divisions of these utilities that do not provide service directly to commercial or home users do not qualify 7. North American Indian Tribal Councils 8. Non-profit agencies exempt from state/provincial and federal taxes 9. All Municipal Railroads	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	The John Deere Construction & Forestry Division has assigned dealers in both Alaska and Hawaii. As is the case for the continental U.S. (CONUS), factory to dealer freight as well as local delivery by dealer to end-user will be quoted and invoiced for any applicable areas outside of the continental U.S. (CONUS). Location specific factors related to moves by ocean, barge, inland, etc. will affect final delivery date.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	Since our "authorized selling dealer" initiative that was rolled out in late 2016, our marketing plan has focused on getting our dealer network to understand the power of cooperative purchasing, specially the Sourcewell contract. Our dealers are closer to the end use customers and understand their business and product needs better than our small team here in Moline, IL. Once we got the dealers fully bought in on the power, ease of use and importance of the contract, the sales numbers took off year over year. Our plan for the new contract is to continue this with our dealer network.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	John Deere has a great public website with information about our entire product line. We also have a link to a variety of governmental contracts that are available. In addition to those site, we also allow the customer to build their own machine online so they can see the options that are available before they contact their local dealer. https://www.deere.com/en/ https://www.deere.com/en/construction/ https://www.deere.com/en/government-and-military-sales/ https://www.deere.com/en/government-and-military-sales/state-and-local-purchasing/ https://configure.deere.com/cbyo/#/en_us/products Our marketing communications group runs a variety of social media promotions including a YouTube channel (https://www.youtube.com/user/JohnDeere) and Facebook page (https://www.facebook.com/JohnDeereUSCA/). The message on these sites changes periodically but it is primarily focused on the benefits of the John Deere relationship and how we are close to our customer.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	From the John Deere perspective, there are three key components to promoting the Sourcewell contract: Sourcewell, John Deere Construction Retail Sales (JDCRS), and our dealer network across the US and Canada. Each has a key role to the success of the continued and incremental sales increases each year. Sourcewell's job is to continue to promote the brand to eligible members so they understand the basics of cooperative purchasing and the benefits of membership. JDCRS has the responsibility to train the dealers on sales processes (ceiling price, discount structure, ordering and delivering of products), how to determine if a customer is already a member and how to assist a customer that is not a member how to become a member. Our dealer's responsibility is to help identify the right product for the job and how to find the easiest, most cost effective way to source that product/solution. We believe that Sourcewell provides one of the best tools available to eligible customer and we will continue to promote that in our annual training. We work with our dealers and support them at any regional conference or training opportunity that helps promote the brand of all three entities. Open communication between all three parties is the key for future success and incremental sales gains on the next contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	We are investigating e-procurement options for certain product families in the future but those are not available at this time. Due to the customizable nature of products and services, there are many possible configurations for each model. Many build-code dependencies must be taken into consideration for a properly functioning machine to be built. For that reason, we feel it is best to contact the local dealer for machine configuration guidance prior to requesting a contract quote.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training on equipment operation and safety is provided through the local dealer. At time of delivery, the dealer provides an introductory walk-around of the unit, explaining general operation and maintenance procedures, free of charge as part of the purchase. Additional product or specific system training is optional and quoted by the local dealer.	*

41	Describe any technological advances that your proposed products or services offer.	John Deere C&F products offer a variety of technology solutions that work to eliminate rework, improve jobsite safety, counteract labor shortages and increase efficiency. Information on those initiatives is public and can be found at the following link: https://www.deere.com/en/technology-products/precision-construction-technology/ There was also a magazine published in the Fall of 2021 that focused on technology and its place in our industry. A link to that publication is below. THE DIRT publication, Fall 2021. https://www.deere.com/assets/pdfs/common/industries/construction/publications/the-dirt-fall-2021-dkmag265c-cv.pdf John Deere has also published what is known as our "Leap Ambitions" and that is also public. Our strategy for the Construction & Forestry Division is by 2026, we will deliver: • 20+ electric and hybrid-electric product models. • Earthmoving: Increase SmartGradeTM grade control adoption to 50%. • Forestry: Boost Intelligent Boom Control adoption to 100%. • Roadbuilding: Increase Precision Roadbuilding Solution adoption to 85%. More information on our Leap Ambitions can be found at: https://www.deere.com/en/our-company/sustainability/sustainability-report/leap-ambitions/ Technology advances in our products is vitally important and was on display at CES 2023 where our CEO was the keynote speaker on day 1. Information can be found at CES2023.deere.com	*
42	Describe any "green" initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	John Deere has been very public with these initiatives and more can be found on our website in our most recently published Sustainability Report. https://www.deere.com/en/our-company/sustainability/sustainability-report/ "Our next leap is ELECTRIC" is another informative piece discussing the future of electrification at John Deere. https://www.deere.com/en/our-company/electrification/	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	In October 2022, John Deere received an award for the SBTi Validation of Greenhouse Gas Emission Reduction. https://www.deere.com/en/news/all-news/john-deere-receives-sbti-validation-of-greenhouse-gas-emission-reduction-targets/ In 2021 John Deere acquired majority ownership of Kreisel Electric. https://www.kreiselelectric.com/johndeere/	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	John Deere is committed to Supplier Diversity. Each year we submit to GSA a commercial plan that outlines our commitment to use WMBE's, SBE's, and other MBE's suppliers in support of our business. We also have signed on with two small business partners to learn about small business and partner with them to meet demand for products with a small business designation in the Federal market as well as help grow their businesses. Our partners are The Akana Group (Native American owned small business, small business, HUBZone certified) and Bravo (Service Disabled Veteran-Owned Business). If opportunities arise in the cooperative world for small business designation, we are prepared to grow that segment as well.	*
45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	John Deere has a very strong presence as a construction equipment and compact construction equipment provider. John Deere is also the world's leading manufacturer of agricultural equipment. Additionally, John Deere Financial is one of the largest equipment finance companies. Valuable Extras: 1) Genuine John Deere Parts - highest quality parts for the highest quality equipment. -Regional parts depots strategically placed around North America for the best parts delivery response. 2) John Deere Connected Support – Allows customers to: - Monitor alerts for the machine remotely. - Monitor engine hours and utilization. - View machine location and get driving directions to the jobsite. - Monitor fuel level and idle time. 3) John Deere Connected Support – Allows dealers to: - Monitor alerts coming from the customers machine. - Remotely connect to a customers machine for real-time diagnostics. - Leverage Expert Alerts from John Deere to address potential future downtime. - Perform software updates from the dealership.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Construction equipment has basic warranty of 12 months/unlimited hours. The standard warranty general provisions including parts and labor is attached to this RFP submission. Compact construction equipment has a basic warranty of 24 months or 2,000hrs whichever occurs first.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Extended warranty is available as a separate purchase, not on this RFP, through our local dealers. Extended warranty has a year and hour limitation with each purchase. An example is 3 year 5,000hr power train/hydraulics extended warranty option.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, TTM is not covered within our warranty.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	No, we can cover the entire U.S. and Canada with our dealer network.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Third party warranties are handled by the original OEM of that attachment.	*
51	What are your proposed exchange and return programs and policies?	As noted in the standard warranty document, "John Deere will repair or replace, at its option, any parts… of a new John Deere product that, as delivered to the original retail purchaser(s), are defective in material or workmanship." See attached standard warranty document for full text explanation.	*
52	Describe any service contract options for the items included in your proposal.	John Deere does not offer any service contracts within this RFP. Service contracts and extended warranty options are available for customers from their local dealer and can be quoted to them at time of purchase.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	JDCRS' only option for payment terms is Net 30 Days for direct sales. Since the majority of our deals are purchased through one of our authorized dealers, there are financing options available (JD Financial) that can be negotiated before finalizing the deal.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	JDCRS (contract vendor) does not play a role in leasing, financing or payment terms other than Net 30 Days. John Deere Financial offers leasing/financing options. The John Deere Municipal Lease Purchase Plan is a special low-rate financing plan that is designed to provide flexibility of leasing while building equity toward ownership of the John Deere equipment. Any state or local government body, or their political subdivisions, having the power to tax may be eligible for the John Deere Municipal Lease Purchase Plan, subject to approval. John Deere Financial also offers other leasing and financing options for governmental, educational and non-profit entities, subject to approval. All leasing and financing options are handled through the local dealer and John Deere Financial. The lease/finance provider funds the contract sales invoice within 30 days.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Our John Deere dealers use approved applications in their business system to provide quotes to customers stating the approved contract discount rate. The quote contains terms and conditions for the quote and terms for payment when a PO is issued. For direct sales through our office similar documentation is used and is available in the document upload section.	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	P-card payments are accepted with a 3% processing fee added to the contract quote. P-card usage is to be made known at time of quote request. Customer PO must cover the added fee.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Each model will have a discount associated to it which applies to all options of that model fully configured, base coded attachments will have a separate discount schedule. Third party attachments (AT and BYT kits) are not part of this RFP proposal and are available for separate purchase by our dealer. The model and discount schedule is attached. Full current price pages will be submitted upon successful award. Any price changes or model updates will be submitted through the PnP process.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Quotes are provided to the customer with a discount off of current list price. Quotes are price protected for a period of 30 days as long as a PO is received within that 30 day period. See attached pricing & discount schedule as well as the example quote for our proposal on this RFP.	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	We offer two different volume discounts between our construction equipment (CE) portfolio and our compact construction equipment (CCE) portfolio due to the difference in acquisition costs of the larger construction equipment verses the smaller compact construction equipment. CE: 5-7 machines = 1%, 8-14 machines = 2%, 15+ machines = 3% CCE: 8-14 machines = 1%, 15+ machines = 3%	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Sourced or open market items are not part of our RFP response but we do allow dealers to quote these as dealer provided items as a separate line item on the quote. Discounts will not be applied to these open market items. Quotes for these products are negotiated directly through the customer and our dealer network.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	The following will not be included: 1. Dealer provided goods and services: Non-factory goods and services (third party items) will be quoted by dealer at the customers request. 2. Set-up and installation fees: These charges will be quoted by the dealer and are not part of this RFP. 3. Pre-Delivery Inspection (PDI): A PDI is performed on all new machine purchases to ensure proper fluid levels, check system pressures, verify accurate system operation, and cleaning of the unit prior to delivery. The cost of the PDI is quoted by the dealer and will vary by machine model and complexity. Taxes: Local taxes, if applicable, will be assessed.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, delivery and shipping are charged to the customer and added to the quote as separate line items just as they are for all participating entities. Travel that occurs by ocean, barge or inland may affect the delivery time of the machine.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	If a customer has a unique request, we can review at that time, otherwise there are no unique methods offered in this RFP.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	c. better than the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	Sourcewell has become our most valued contract to our dealer network for governmental business. We will continue to use our best available discount schedule to support this contract.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Our dealers are required to participate in a contract sales training class to ensure they are promoting the contract per the Terms and Conditions of our RFP response. Dealers are made aware of how to obtain the effective price date of the contract, so the customer is being quoted accurately. Whenever there is a price change approved by Sourcewell, we communicate that information via our dealer bulletin process and post on our dealer microsite. We also use an automated settlement process where a dealer utilizes a program ID code so that we can accurately capture the sales each quarter for our internal review and submit to Sourcewell for the payment of our admin fee. We will also be launching a new quoting process to simplify the quoting process for many of our dealers to ensure accurate pricing per the terms and conditions of our contract.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Upon award of this contract, we track the sales performance of each dealer group across the US and Canada to achieve our market share goals for construction equipment and compact construction equipment in the governmental segments. This has worked well for this contract to date, and we will continue to use this market share metric to keep our dealers accountable for performance.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	We have had great success growing and expanding the utilization of this contract for all our dealers in the US and Canada and will continue this growth by providing a 0.5% admin fee to Sourcewell on all contract items. Third party attachments or non-contract items (dealer provided items) are not subject to the admin fee. The total calculated admin fee is payable each calendar quarter to Sourcewell.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	We will be offering our complete line of construction equipment and compact construction equipment, as well as base coded attachments. Product families include Articulated Dump Trucks, Backhoes, Compact Track Loaders, Crawler Dozers, Crawler Loaders, Excavators, Compact Excavators, Tractor Loaders, Motor Graders, Skid Steer Loaders, Wheel Loaders and Compact Wheel Loaders. All services including product support, part support, and warranty work will be provided by our authorized dealers and not part of this contract.	*
70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	N/A	*

Table 148: Depth and 8readth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
71	Wheeled, tracked, and backhoe loaders	(•) Yes ( ) No	
72	Motor Graders	(•) Yes ( ) No	
73	Wheeled and tracked excavators	(•) Yes ( ) No	
74	Bulldozers, compactors, scapers, articulated and rigid haulers	(•) Yes ( ) No	We do not offer rigid haulers. Compactors are offered on the separate Wirtgen contract.
75	Cranes	( ) Yes (•) No	
76	Accessories or attachments for the offering in #71-75 above	(•) Yes ( ) No	We will be offering base coded attachments at time of whole goods purchase or separately if needed. AT kits and BYT kits (third party attachments) are not part of this contract.
77	Technology or services for the offering in #71-75 above	(•) Yes ( ) No	-' /ink Telematics, Grade Control, and Slope Control are examples of these technology services that are available as options on certain products.

Table 14C: Required Offering of Equipment

Indicate below if the proposer's proposal includes at least one (1) of the following listed types or classes of equipment. Provide additional comments in the text box provided, as necessary.

Line Item	Categor\ or T\pe	Offered	Comments
78	Wheel loader with published net horsepower (HP) of at least 300 HP	(•) Yes ( ) No	We offer 4 wheel loaders that meet this spec requirement.
79	Wheeled or tracked excavator with a published net horsepower (HP) of at least 150 HP	(•) Yes ( ) No	We offer 10 excavators that meet this spec requirement.
80	Motor Grader with a published maximum operating weight of at least 30,000 lbs.	(•) Yes ( ) No	We offer 8 motor graders that meet this spec requirement.
81	Rough terrain, all terrain, crawler, floating, lattice, or telescopic crane with a published maximum lifting capacity of at least 300 tons and a published maximum boom length of at least 150 feet	( ) Yes (•) No	

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as "Marketing Plan."

- Pricing - RFP 011723 Model & Discount Schedule.pdf - Monday January 09, 2023 11:48:21
- Financial Strength and Stability - Deere-Co_Annual-Report-2021.pdf - Tuesday November 29, 2022 12:34:40
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - US CAN deere wty stmt.pdf - Tuesday December 06, 2022 10:27:02
- Standard Transaction Document Samples - Sample Sourcewell Quote.pdf - Monday January 09, 2023 11:22:37
- Upload Additional Document - Sustainability Report 2021.pdf - Tuesday November 29, 2022 13:01:16

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or an Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mark Oliver, Manager, Contract Sales, John Deere Construction Retail Sales

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_5_Heavy_Construction_Equipment_RFP_011723 Tue January 10 2023 08:47 AM	☑	1
Addendum_4_Heavy_Construction_Equipment_RFP_011723 Fri January 6 2023 09:51 AM	☑	2
Addendum_3_Heavy_Construction_Equipment_RFP_011723 Thu December 29 2022 12:33 PM	☑	2
Addendum_2_Heavy_Construction_Equipment_RFP_011723 Wed December 21 2022 01:49 PM	☑	1
Addendum_1_Heavy_Construction_Equipment_RFP 011723 Thu December 15 2022 09:27 AM	☑	1

Docusign Envelope ID: 2B1BB6F1-9C20-42A6-9196-DBF9E1031662

AMENDMENT #1
TO
CONTRACT # 011723-JDC

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales** now known as John Deere Construction Retail Sales, a division of John Deere Shared Services LLC (Supplier).

Sourcewell awarded a contract (011723-JDC) to Supplier to provide Heavy Construction Equipment with Related Attachments and Technology to Sourcewell and its Participating Entities, effective April 5, 2023, through April 14, 2027 (Contract).

Supplier wishes to change the name of the Contract holder to "John Deere Construction Retail Sales, a division of John Deere Shared Services LLC" as noted in its Proposal.

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Procurement Officer

6/3/2025 | 9:22 PM CDT
Date: _____

John Deere Construction Retail Sales, a division of John Deere Shared Services LLC, formerly known as John Deere Construction Retail Sales a division of John Deere Shared Services LLC, DBA John Deere Construction Retail Sales

Signed by:
Brooke DeVol
23E19C6B5FD143D...

By: _____

Brooke DeVol
Account Manager, Govt Contracts & Sales

6/6/2025 | 6:33 AM PDT
Date: _____

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: PURCHASE ORDER #26-1675 TO PAPE MACHINERY FOR JOHN DEERE 772 G-TIER AWD MOTOR GRADER

WHEREAS: City staff recommend the purchase of a motor grader to replace one of the two graders currently utilized by the Sandpoint Public Works Department;

WHEREAS: The existing grader, manufactured in 1999, is aging and lacks modern controls, visibility, and traction features that increase efficiency and safety during major storms;

WHEREAS: The replacement of a grader ensures snow-clearing efficiency, particularly at intersections where ice buildup is common and in the downtown core during large storm events when coordinated grading and snow blowing are required, a new grader will also support summer maintenance, including shoulder work, gravel road shaping, and site clearing;

WHEREAS: The proposed John Deere 772G-Tier AWD grader is available through Sourcewell Contract 011723-JDC, in compliance with Idaho Code §§ 67-2807 and 67-2808(2), allowing the City to secure favorable pricing without conducting an independent bid process; and

WHEREAS: This is a budgeted purchase, provided for within the approved FY2026 Budget.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby approves Purchase Order #26-1675 to Pape Machinery in the amount of $389,000, a copy of which is attached hereto and made a part hereof as if fully incorporated herein.

BE IT FURTHER RESOLVED THAT: As set forth in the Procurement Process and Signature Authority Policy for Goods, Services, and Construction and further outlined in the City of Sandpoint Procurement Policy, on behalf of the City, the Mayor or his designee is hereby authorized to execute all necessary documents to effect this purchase.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

PURCHASE ORDER

CITY OF SANDPOINT
1123 LAKE STREET
SANDPOINT, ID 83864

DATE	P.O. No.
10/23/2025	**26-1675**

SUPPLIER:

VENDOR: 003713

PAPE MACHINERY INC
6210 W ROWAND ROAD
SPOKANE, WA 99224
PH: (541) 463-2953 FX: (541) 359-4012
EMAIL: MCOCHRAN@PAPE.COM

SHIP TO:

CITY SHOP

2024 INDUSTRIAL DR
SANDPOINT, ID 83864

EMAIL: AWILLIAMS@SANDPOINTIDAHO.GOV

Description: JOHN DEERE 772 G-TIER AWD MOTOR GRADER

Details: SOURCEWELL CONTRACT DISCOUNT OF $267,638 ,, SHIPPING/DELIVERY CONFIRMED AS INCLUDED IN PRICE OF PURCHASE

Internal Use Only: SOURCEWELL CONTRACT DISCOUNT OF $267,638 ,, SHIPPING/DELIVERY CONFIRMED AS INCLUDED IN PRICE OF PURCHASE

Item No.	QTY	Unit	Description	Unit Price	Amount
JOHN DEERE 772 G-TIER AWD MOTOR GRADER	1.00	DOLLAR	JOHN DEERE 772 G-TIER AWD MOTOR GRADER 01-3100-7741-0000-31099430	656,638.00 656,638.00	
SOURCEWELL DISCOUNT	1.00	DISCOUN	SOURCEWELL DISCOUNT 01-3100-7741-0000-31099430	(267,638.00) (267,638.00)	
				Total:	$389,000.0

Subject to the Terms and Conditions Set By the City of Sandpoint
1. Acceptance of this order includes acceptance of all terms, prices, delivery instructions, specifications and conditions.
2. Purchases may not exceed the total amount of this order without prior approval.
3. Invoices and Packages must bear the Purchase Order Number above.
4. All Purchases are subject to a Net 30 payment term.
Visit www.sandpointidaho.gov for More Details

Date Printed: 12/10/2025

Authorized Signature

Quote Summary

Prepared For

CITY OF SANDPOINT
PUBLIC WORKS DEPARTMENT
SANDPOINT, ID 83864

Prepared By

JASON JONES
Pape Machinery, Inc.
6210 W Rowand Road
Spokane, WA 99224
Phone: 509-838-5252
Mobile: 509-671-0449
jjones@papemachinery.com

This sale is subject to Papé's Terms and Conditions of Sale effective on the date hereof, which are incorporated in full by this reference.The Terms and Conditions of Sale are available atwww.pape.com/terms, and will also be sent by mail or e-mail to the purchaser upon request.

Quote Id:	33535010
Created On:	16 October 2025
Last Modified On:	21 October 2025
Expiration Date:	15 November 2025

Equipment Summary	Selling Price		Qty		Extended
JOHN DEERE 772 G-Tier (AWD)	$ 389,000.00	X	1	=	$ 389,000.00
Extended Warranty					
Extended Warranty, 772 G, Powertrain And Hydraulics, 2500 Total Hours or 60 Total Months, $0 Deductible					
Sub Total					**$ 389,000.00**
Equipment Total					**$ 389,000.00**
Trade In Total					**$ 0.00**

Quote Summary

Equipment Total	$ 389,000.00
Trade In	
SubTotal	$ 389,000.00
Total	$ 389,000.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	**$ 389,000.00**

Salesperson : X_____ **Accepted By : X** _____

Confidential

Selling Equipment

Quote Id: 33535010 **Customer:** CITY OF SANDPOINT

JOHN DEERE 772 G-Tier (AWD)

Hours:
Stock Number:

Code	Description	Qty
8430BZ	772 G-Tier Motor Grader	1
	Standard Options - Per Unit	
183E	JDLink™	1
0202	United States	1
0259	English	1
0351	Translated Text Labels	1
0400	Mechanical (Antler Rack) Hydraulic Controls	1
0602	Level 2 Trim	1
0650	Less Performance Packages	1
0954	Rear Camera	1
1014	Laminated Glass with Fixed Lower Front & Side Opening Windows	1
1152	Heated Exterior Mounted Rearview Mirrors	1
1210	Premium Radio	1
1257	RT Beacon Bracket w/ LED Beacon	1
1403	Three Front Auxiliary	1
1453	Three Rear Auxiliary	1
2000	Less 2D Grade Control	1
3006	Autoshift Plus Transmission	1
4033	John Deere 9.0L - FT4/Stage IV	1
4255	Severe Duty Fuel & Water Filtration	1
4300	Less Quick Service Group	1
5145	Bridgestone Snow Wedge - 14.00R25 G2/L2 Single Star Radial Tires 3 Pc Rim	1
5550	No Fenders	1
5600	Less Spare Tire With Rim	1
6002	Dual 100 Amp Alternator (200 Amp Total)	1
6052	18 LED Premium Light Package	1
6151	1400 CCA Free Maintenance Batteries	1

Selling Equipment

Quote Id: 33535010 **Customer:** CITY OF SANDPOINT

7305	14 ft x 27 in x 1 in (4.27 m x 686 mm x 25 mm) with 8 in x 3/4 in (203 x 19 mm) Cutting Edge & 3/4 in (19 mm) hardware	1
7326	Reversible Overlay End Bits Only	1
7562	Rear Counterweight with Rear Hitch and Pin	1
7601	Blade Impact System	1
7729	Premium Circle	1
7762	Front Push Block (2,950 LBS)	1
8030	Fire Extinguisher Bracket	1
8190	Rear Slow Moving Vehicle (SMV) Sign	1
8286	Periodic Maintenance Engine Compartment Light	1
8510	Cold Weather Package - Extreme	1
	Dealer Attachments	
Discount	Sourcewell Contract 011723-JDC Discount $267,638	1
	Other Charges	
	Freight	1
	Local Delivery	1
	Setup	1

Extended Warranty Proposal

PowerGard™ Protection Plan

Motor Graders

Date : October 21, 2025

Machine/Use Information		Plan Description		Price	
Manufacturer	**JOHN DEERE**	Plan Type:	Extended Warranty	Deductible:	$ 0
Equipment Type	Motor Graders	Coverage:	Powertrain And Hydraulics	Quoted Price	$ 0.00
Model	772 G	Total Months:	60	Powergard List	
Country	US	Total Hours:	2500	Date Quoted	
MFWD/Tracks	N				
Scraper Use					

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products,and may be purchased at any time before the product's Standard Warranty,or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

Customer Name – Please Print

Customer Signature

I have been offered this extended warranty and

☑ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

If declined, I fully understand that my equipment listed above is not covered for repair expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

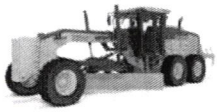
Extended Warranty is not insurance. It also does not cover routine maintainance or high wear items,or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.



JOHN DEERE 772 G



JOHN DEERE 770 G

Emissions	Diesel T4 SV	Diesel T4 SV
Regions	USA Canada	USA Canada
Features		

DESCRIPTION

Machine		
Frame Type	Articulated	Articulated
Inching Pedal	✓	✓
Circle Type Design	Welded & Heat Treated	Welded & Heat Treated

TELEMATICS

Summary		
Available	✓	✓
Platform	JDLink Ultimate	JDLink Ultimate

Features		
Fleet Management	-	✓
Health Monitoring	-	✓
Security	-	✓

DRIVELINE

Power Source		
Engine		
Manufacturer	John Deere	John Deere
Model	PowerTech PSS 9.0L	PowerTech PSS 9.0L
Cylinders	6	6
Aspiration	Turbocharged	Turbocharged
Charged Air Cooling	Aftercooled	Aftercooled
EGR	✓	-
DOC	✓	-
DPF	✓	-

		JOHN DEERE 772 G	JOHN DEERE 770 G
SCR		✓	-
Cooling		Water	Water
Bore	mm [in]	118 [4.6]	118 [4.6]
Stroke	mm [in]	136 [5.4]	136 [5.4]
Displacement	L [in³]	9 [548]	9 [549]
Net Rating Standard		Unlisted	Unlisted
Net Output	kW [hp]	205 [275]	190 [250]
Peak Engine Torque	Nm [lbf/ft]	1379 [1029]	1314 [980]
Torque Rise	%	50	54
Net Variable Power			
Gear 1	kW [hp]	164 [220]	149 [200]
Gear 2	kW [hp]	172 [230]	157 [210]
Gear 3	kW [hp]	183 [245]	168 [225]
Gear 4	kW [hp]	187 [250]	172 [230]
Gear 5	kW [hp]	194 [260]	179 [240]
Gear 6	kW [hp]	201 [270]	183 [245]
Gear 7	kW [hp]	205 [275]	187 [250]
Gear 8	kW [hp]	205 [275]	190 [255]

Transmission

Description

Drive Configuration	6 x 6	6 x 4

Gearbox

Description

Manufacturer	John Deere	John Deere
Type	Powershift	Powershift
Forward Speeds	8	8
Reverse Speeds	8	8

Axles And Tracks

Steering Axle

Front Axle Type		Oscillating	Oscillating
Front Wheel Drive		✓	✕
Ground Clearance - Front Axle	mm [in]	587 [23.1]	587 [23.1]
Axle Oscillation	± °	32	32
Front Wheel Lean	± °	20	20

Drive Axle

	JOHN DEERE 772 G	JOHN DEERE 770 G
Rear Axle Type	Tandem	Tandem
Differential Lock - Front / Rear	Automatic	Automatic
Number Of Axles	3	3
Number Of Driven Axles	3	2

Wheels And Tires

Wheels \ Tires

Tire Size - Standard	14.00 R24	14.00 R24
Tire Type - Std	Radial - G2 / L2, General Purpose	Radial - G2 / L2, General Purpose
Tire Size - Opt.1	14.00 - 24	14.00 - 24
Tire Type - Opt.1	Bias - 12PR, G2	Bias - 12PR, G2
Tire Size - Opt 2	17.5 - 25	17.5 - 25
Tyre Type - Option 2	Bias - 12PR G2 / L2	Bias - 12PR G2 / L2
Tire Size - Opt 3	14.00 R24	14.00 R24
Tyre Type - Option 3	Radial - G2 / L2, Snow	Radial - G2 / L2, Snow
Tire Size - Opt 4	17.5 R25	17.5 R25
Tyre Type - Option 4	Radial - L2, General Purpose	Radial - L2, General Purpose
Tire Size - Opt 5	17.5 R25	17.5 R25
Tyre Type - Option 5	Radial - G2 / L2, Snow	Radial - G2 / L2, Snow
Tire Size - Opt 6	17.5 R25	17.5 R25
Tyre Type - Option 6	Radial - G3 / L3, General Purpose	Radial - G3 / L3, General Purpose
Tire Size - Opt 7	550 / 65 R25	550 / 65 R25
Tyre Type - Option 7	Radial - G3 / L3, General Purpose	Radial - G3 / L3, General Purpose
Number Of Wheels	6	6

Brakes

Service

Type	Multiple Wet Discs	Multiple Wet Discs
Actuation	Hydraulic	Hydraulic
Dual Circuit Brakes	✓	✓

Parking

Type	Wet Disc	Wet Disc
Actuation	Spring Applied / Hydraulic Release	Spring Applied / Hydraulic Release
Secondary Brake Type	Wet multi-disc	Wet multi-disc

DIMENSIONS

Transport Dimensions

		JOHN DEERE 772 G	JOHN DEERE 770 G
Length			
Overall Length	mm [ft]	8890 [29ft 2in]	8890 [29ft 2in]
Height			
Height Over ROPS	mm [ft]	3180 [10ft 5in]	3180 [10ft 5in]
Width			
Transport Width	mm [in]	2490 [98]	2490 [98]
Static Dimensions			
Length			
Wheelbase	mm [ft]	6160 [20ft 3in]	6160 [20ft 3in]
Bladebase	mm [ft]	2570 [8ft 5in]	2570 [8ft 5in]
Tandem Axle Spacing	mm [ft]	1540 [5ft 1in]	1540 [5ft 1in]
Height			
Overall Height	mm [ft]	3180 [10ft 5in]	3180 [10ft 5in]
Height Over ROPS (Option)	mm [in]	-	3400 [134]
Moldboard Height	mm [in]	610 [24]	610 [24]
Ground Clearance	mm [in]	587 [23.1]	587 [23.1]
Ground Clearance - Tire Opt.1	mm [in]	-	587 [23.1]
Ground Clearance - Tire Opt. 2	mm [in]	-	587 [23.1]
Ground Clearance - Tire Opt. 3	mm [in]	-	587 [23.1]
Width			
Width Over Std Tires	mm [in]	2490 [98]	2490 [98]
Width Over Tires-opt 1	mm [in]	-	2490 [98]
Width Over Tires-opt 2	mm [in]	-	2640 [104]
Width Over Tires-opt 3	mm [in]	-	2490 [98]
Width Over Tires-opt 4	mm [in]	2640 [104]	2640 [104]
Width Over Tires-opt 5	mm [in]	2640 [104]	2640 [104]
Track Gauge - Front	mm [in]	2080 [82]	2080 [82]
Track Gauge - Rear	mm [in]	2080 [82]	2080 [82]
Width Of Tandem	mm [in]	2490 [98]	2490 [98]
Width - Moldboard	mm [ft]	3660 [12ft]	3660 [12ft]
Width - Top Frame	mm [in]	307 [12.1]	307 [12.1]
Width - Bottom Frame	mm [in]	307 [12.1]	307 [12.1]
Diameter			
Frame Circle Diameter	mm [in]	1524 [60]	1524 [60]
Thickness			
Thickness - Moldboard	mm [in]	22 [0.88]	22 [0.88]
Thickness - Cutting Edge	mm [in]	16 [0.62]	16 [0.62]

		JOHN DEERE 772 G	JOHN DEERE 770 G
Thickness - Top Frame	mm [in]	23 [0.89]	23 [0.89]
Thickness - Bottom Frame	mm [in]	23 [0.89]	23 [0.89]
Thickness - Frame Side Plate	mm [in]	16 [0.63]	16 [0.63]

Performance Dimensions

Dig Envelope

Ripper Penetration	mm [in]	426 [16.8]	426 [16.8]
Shank Mounting Positions		5	3
Number Of Ripper Shanks		3	5
Circle Centreshift - Right	mm [in]	787 [31]	787 [31]
Circle Centreshift - Left	mm [in]	787 [31]	787 [31]
Moldboard Sideshift - Right	mm [in]	683 [26.9]	683 [26.9]
Moldboard Sideshift - Left	mm [in]	683 [26.9]	683 [26.9]
Shoulder Reach - Right	mm [ft]	2083 [6ft 10in]	2083 [6ft 10in]
Shoulder Reach - Left	mm [ft]	2083 [6ft 10in]	2083 [6ft 10in]
Circle Rotation	°	360	360
Bank Angle	± °	90	90
Hydraulic Blade Tip - Forward	°	42	42
Hydraulic Blade Tip - Rearward	°	5	5
Moldboard - Lift Above Ground	mm [in]	490 [19.3]	490 [19.3]

Steering Envelope

Min Turning Radius	m [ft]	7.21 [23ft 8in]	7.21 [23ft 8in]
Frame Articulation	± °	22	22

CAPACITIES

Fluids

Fuel Tank	L [gallon (US)]	416.5 [110]	416.5 [110]
DEF Tank	L [gallon (US)]	22.5 [6]	22.5 [6]
Hydraulic Tank	L [gallon (US)]	60.5 [16]	60.5 [16]
Engine Oil	L [gallon (US)]	28.4 [7.5]	28.4 [7.5]
Tandem Housing	L [gallon (US)]	74 [19.5]	74 [19.5]
Cooling System	L [gallon (US)]	55 [14.5]	55 [14.5]

Electrical

Alternators

Output	A	130	130

		JOHN DEERE 772 G	JOHN DEERE 770 G

PERFORMANCE

Loadings

Axle

Front Axle	kg [lb]	4939 [10888]	4320 [9525]
Front Tire Loading	kg [lb]	2469.5 [5444]	2160 [4762.5]
Rear Axle / Tandem	kg [lb]	12592 [27760]	12095 [26665]
Rear Tire Loading	kg [lb]	3148 [6940]	3023.75 [6666.25]

Dynamic

Forward Speeds

Speed 1	kph [mph]	4 [2.5]	4 [2.5]
Speed 2	kph [mph]	5.6 [3.5]	5.6 [3.5]
Speed 3	kph [mph]	7.7 [4.8]	7.7 [4.8]
Speed 4	kph [mph]	10.9 [6.8]	10.9 [6.8]
Speed 5	kph [mph]	16.4 [10.2]	16.4 [10.2]
Speed 6	kph [mph]	23.2 [14.4]	23.2 [14.4]
Speed 7	kph [mph]	32.3 [20.1]	32.3 [20.1]
Speed 8	kph [mph]	45.5 [28.3]	45.5 [28.3]

Reverse Speeds

Speed 1	kph [mph]	4 [2.5]	4 [2.5]
Speed 2	kph [mph]	5.6 [3.5]	5.6 [3.5]
Speed 3	kph [mph]	7.7 [4.8]	7.7 [4.8]
Speed 4	kph [mph]	10.9 [6.8]	10.9 [6.8]
Speed 5	kph [mph]	16.4 [10.2]	16.4 [10.2]
Speed 6	kph [mph]	23.2 [14.4]	23.2 [14.4]
Speed 7	kph [mph]	32.3 [20.1]	32.3 [20.1]
Speed 8	kph [mph]	45.5 [28.3]	45.5 [28.3]

Electrical

Batteries

Batteries	Ah	224	224
System Voltage	V	24	24

Hydraulic

Pumps

Type		Variable Axial Piston	Variable Axial Piston
Flow	L/min [gallon	212 [56]	212 [56]

		JOHN DEERE 772 G	JOHN DEERE 770 G
Flow	(US)/min]	212 [56]	212 [56]
Relief Pressure	kPa [psi]	18961 [2750]	18961 [2750]
Relief Pressure	bar [psi]	189.61 [2750]	189.61 [2750]

WEIGHTS

Static			
Machine			
Operating Weight	kg [lb]	17530 [38648]	12095 [26665]
Weight With Push Block And Ripper	kg [lb]	20500 [45195]	19425 [42825]
Max Operating Weight	kg [lb]	24948 [55000]	24948 [55000]

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 5, 2025

MEETING DATE: December 17, 2025

TO: Mayor Grimm, Sandpoint City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Public Hearing – Addition of New Corporate Membership Fee for the James E. Russell Sports Center (2026 Fee Schedule)

INTRODUCTION:

The purpose of this public hearing is to consider adoption of a new fee within the City's 2026 Fee Schedule to authorize sales of a **Corporate Annual Pass** for the James E. Russell (JER) Sports Center. Under Idaho Code, any new municipal fee must be established by resolution following a properly noticed public hearing. The proposed fee supports the City's ongoing efforts to expand access to high-quality recreation facilities, diversify revenue to support operations, and offer local employers a valued workforce-wellness amenity.

BACKGROUND:

The JER Sports Center continues to experience strong demand for court access for pickleball, tennis, and other indoor recreation activities. Staff have received inquiries from local businesses interested in offering JER membership benefits to their employees. After evaluating comparable programs and operational implications, staff developed a **Corporate Annual Pass** structure that aligns with existing membership tiers while ensuring cost recovery and equitable access.

The proposed fee structure is based on the Corporate Pass program details prepared by Parks & Recreation staff, which outline a defined number of designated employee users, access limitations, guest privileges, and pass conditions.

PROPOSED NEW FEE:

Corporate Annual Pass – $1,500 per year, covering **four designated employees** with individual accounts and key fob access.

- **Additional employees** may be added at **$300 per individual**, with no limit on the number of add-ons.
- Use is limited to the designated individuals; the pass is non-transferable and valid for 12 months from purchase date.
- Passholders may bring guests at the special event rate of **$10 per guest**, with up to **three guests per employee, per session**.

- A maximum of **eight players per Corporate Pass** may use the courts simultaneously, ensuring alignment with JER facility capacity and scheduling.

RECOMMENDATION

Following the public hearing, staff recommends that the City Council **approve the addition of the Corporate Annual Pass fee** to the 2026 Fee Schedule through adoption of the accompanying resolution.

WILL THERE BE ANY FINANCIAL IMPACT? N HAS THIS ITEM BEEN BUDGETED? N

ATTACHMENTS:

Proposed corporate pass program overview prepared by Recreation Facilities Supervisor Ryan Wells

JER CORPORATE Employee PASS

$1500 Annually, no monthly pay option available --- Covers 4 specific employees. Each with individual email address.

Additional members added at $300 per individual. (No Limit)

Maximum 8 players at one time using JER for play (2 courts)

Each employee would use individual email for their pass/log in/key fob.

Single pass with no additional users allows for up to 4 pre-designated employees access to JER at one time for Open or Private Play sessions. ***One admission to JER per day per user (4 individual unique admissions).*** *Multiple passes can be purchased to allow for more users per day.*

12 month, non-refundable pass that provides 365 days of use from the original purchase date. Use is limited to the designated individuals of the pass. **Not intended for client use, non-transferable.** Pass holders **may utilize the special event rate** of $10 each to bring guests to JER. Pass holders may bring up to 3 guests each per session. One corporate pass with 4 members could bring 12 additional players ($120 per 2 hour session) and host 4 courts of play with guests or clients.

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: AMENDING THE CITY FEES SCHEDULE TO ADD THE JAMES E. RUSSELL SPORTS CENTER (JERSC) CORPORATE ANNUAL PASS AND ADOPTION OF THE JERSC CORPORATE ANNUAL PASS POLICY

WHEREAS: The James E. Russell Sports Center (JERSC) continues to experience strong court access demand for pickleball, tennis, and other indoor recreation activities;

WHEREAS: City staff have received inquiries from local businesses interested in offering JERSC membership benefits to their employees;

WHEREAS: Staff have developed a Corporate Annual Pass structure that aligns with existing membership tiers, while ensuring cost recovery and equitable access;

WHEREAS: The Corporate Annual Pass, at a cost of $1,500 per year, would cover four (4) designated employees with individual account and key fob access;

WHEREAS: Additional employees may be added at $300 per individual, with no limit on the number of add-ons;

WHEREAS: Use of this non-transferable pass is limited to the designated individuals and valid for twelve (12) months from purchase date;

WHEREAS: Passholders may bring guests at a special rate of $10 per guest, with up to three (3) guests per employee, per session; and

WHEREAS: A maximum of eight (8) players per Corporate Pass may use the courts simultaneously, ensuring alignment with JERSC facility capacity and scheduling.

NOW, THEREFORE, BE IT RESOLVED THAT: Following the public hearing held on December 17, 2025, City Council hereby approves the adoption of the James E. Russell Sports Center Corporate Annual Pass and directs amendment of the 2025-2026 City Fees Schedule to reflect this new fee.

BE IT FURTHER RESOLVED THAT: The policy outlining the Corporate Annual Pass at JERSC, a copy of which is attached hereto and made a part hereof as if fully incorporated herein, is hereby approved.

_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

From: Melissa Ward
To: Holly Ellis; Jason Welker
Subject: RE: Sandpoint City Council Meeting Agenda/Packet Posted
Date: Friday, December 12, 2025 11:33:00 AM

Hi, Holly. The agenda has been amended to remove this item (#16 on the agenda). - Melissa

From: Holly Ellis <hellis@sandpointidaho.gov>
Sent: Thursday, December 11, 2025 6:45 PM
To: Melissa Ward <mward@sandpointidaho.gov>; Jason Welker <jwelker@sandpointidaho.gov>
Subject: Re: Sandpoint City Council Meeting Agenda/Packet Posted

Hi Melissa, could we please amend the agenda to remove University Ph 4 final plat.

Get Outlook for Android

From: Melissa Ward <mward@sandpointidaho.gov>
Sent: Thursday, December 11, 2025 5:00:13 PM
Subject: Sandpoint City Council Meeting Agenda/Packet Posted

The agenda/packet for the December 17, 2025, City Council meeting has been posted and can be found here: https://www.sandpointidaho.gov/meetings.

Melissa Ward
City Clerk/Risk Manager
City of Sandpoint, Idaho
(208) 263-3310
cityclerk@sandpointidaho.gov
www.sandpointidaho.gov

AGENDA REPORT

City Council Meeting

TODAY'S DATE: November 11, 2025

MEETING DATE: November 19, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Rachel McKinley, Project Manager

SUBJECT: Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Ave. to Division Ave.

BACKGROUND:

Staff provided an update on the Preliminary Design at 60% Engineering for the Cedar Street Reconstruction Project from Lincoln Avenue to Division Avenue at the Council Meeting on February 19, 2025. See attached Figure 1- Streetscape View of the Original Design at 60%.

During that meeting, Council expressed concern about two primary elements of the design concepts; the use of sharrows to accommodate bicyclists in the travel lanes and preservation of the large 43-inch diameter Silver Maple tree and surrounding small grove located at 1525 Cedar Street. A City Council Special Meeting/Workshop was held on March 12, 2025, where Council provided staff with design direction. See attached Figure 2 - Streetscape View of the Council's Design Direction

Following this meeting, the newly hired, Project Manager reviewed the past work completed and Council's Design Direction with the project's contracted Design Engineer Dan Tadic, PE with HMH Engineering.

DESCRIPTION:

Several factors were identified during the review which is now being brought to Council for clarification. Staff has outlined three design options for consideration prior to proceeding to the final design phase. *Note – Conceptual Figures provided are not to scale.*

Option #1: Multiuse Path on the Southside - Keeping existing Sidewalk (Council directive)

Scope: This option (Figure 2) would construct a 10ft wide asphalt multiuse path along the south side of Cedar Street where there was no existing sidewalk (Figure 3 – Design Overview Option #1), allowing the City to salvage approximately 700-linear feet of existing sidewalk.

Challenges: This design creates an inconsistent path widths and surface materials along the corridor, which may be confusing for bicyclists and pedestrians. As the path progresses west to east, the width and material would transition multiple times - from 10' asphalt to 5' concrete, back to 10' asphalt, and then to 6' concrete. These variations could unintentionally route bicyclists on and off the roadway at the narrower concrete segments.

Option #2: **Continual Multiuse Path on the Southside - Replacing existing sidewalk**

Scope: This design option (Figure 4 - Design Overview Option #2) is to construct a continuous10ft wide asphalt multiuse path along the south side of Cedar Street, replacing the

existing sidewalk. This provides a consistent and dedicated route for both pedestrians and bicyclists between Lincoln Avenue and Division Avenue.

Challenges: Note, the original 60% design did not include reconstruction of Cedar Street from N. Monroe Avenue to Division Avenue (adjacent to the Library) since the utilities and road & sidewalk were determined to be in good condition and reconstruction was unnecessary. This reduction in scope was also cost saving. Option #2 would require reconstruction of this portion of Cedar Street and narrowing the road at the Division Ave intersection reducing turning radius, increasing costs.

Overhead power lines present conflicts between N. Madison Avenue and Division Avenue, with nine poles located within the ROW (as shown in Figure 5 - Design Overview Option #2, zoomed in). Seven of these poles are located directly in the middle of the proposed the 10ft wide multiuse path (Figure 6 & 7 for an example and profile view of power poles in the center of a bike path) and two are located within the path limit at the south ROW boundary line (Figure 8 & 9 for example of the power poles in the sidewalk and in green way). Undergrounding the power lines and fiber may be cost prohibitive.

Both Option #1 & #2 assume asphalt for the multiuse path, which is more cost-effective than concrete and provides a clear contrast for bicycle routes. Concrete, while more durable, would significantly increase cost.

Option #3: Sidewalk on the Southside - Keeping existing Sidewalk (Original Design, City Standard)

Scope: This option reflects the original preliminary design at 60% engineering that was presented to Council in February 2025. This design includes 6ft concrete sidewalks along the south side of Cedar St with 12ft shared vehicle and bike lanes (with painted sharrows).

Challenge: Two power poles (noted above) located between 1605 and 1525 Cedar fall within the sidewalk limits at the south ROW boundary (Figure 10), requiring either design accommodation or relocation.

Cost Considerations: A full design cost comparison exercise was not included in the scope or budget and is not recommended given limited project funding and the additional design costs that would be required.

Both Option #1 & #2 will accrue an additional $30,000 (estimated) in engineering design costs and extend the design schedule due to redesign efforts. Option 3 would not require an additional $30,000 (estimated) in engineering design costs nor additional time for redesign efforts.

Next Steps:

After receiving City Council design direction, HMH Engineering will complete the Final Design Tasks.

STAFF RECOMMENDATION: N/A

ACTION:

Identified as an action item for any recommendations/changes requested, which may be voted on by Council.

WILL THERE BE ANY FINANCIAL IMPACT? Yes **HAS THIS ITEM BEEN BUDGETED?** Yes

ATTACHMENTS:

1. Figures for Project Update and Council Direction: Cedar Street Reconstruction, Lincoln Avenue to Division Avenue.

LINKS:

- City of Sandpoint | City Council Special Meeting | 03/12/2025 – Recording

- mccmeetings.blob.core.usgovcloudapi.net/sndpointid-pubu/MEET-Packet-ef1bbfb20c274acf8765166e8d2341c3.pdf – Meeting Packet
- City of Sandpoint | City Council Meeting | 02/19/2025 – Recording
- City of Sandpoint | City Council Meeting | 02/19/2025 - MEET-Packet-ef1bbfb20c274acf8765166e8d2341c3.pdf -Meeting Packet with Option #3 design plans
- Figure 9 - sourced from: https://www.news.com.au/national/nsw-act/news/new-waverley-council-cycle-path-leads-directly-into-pole/news-story/c7aef44368ea2f725b9c62e326533427

Figure 1 - Streetscape View of the Original Design at 75%

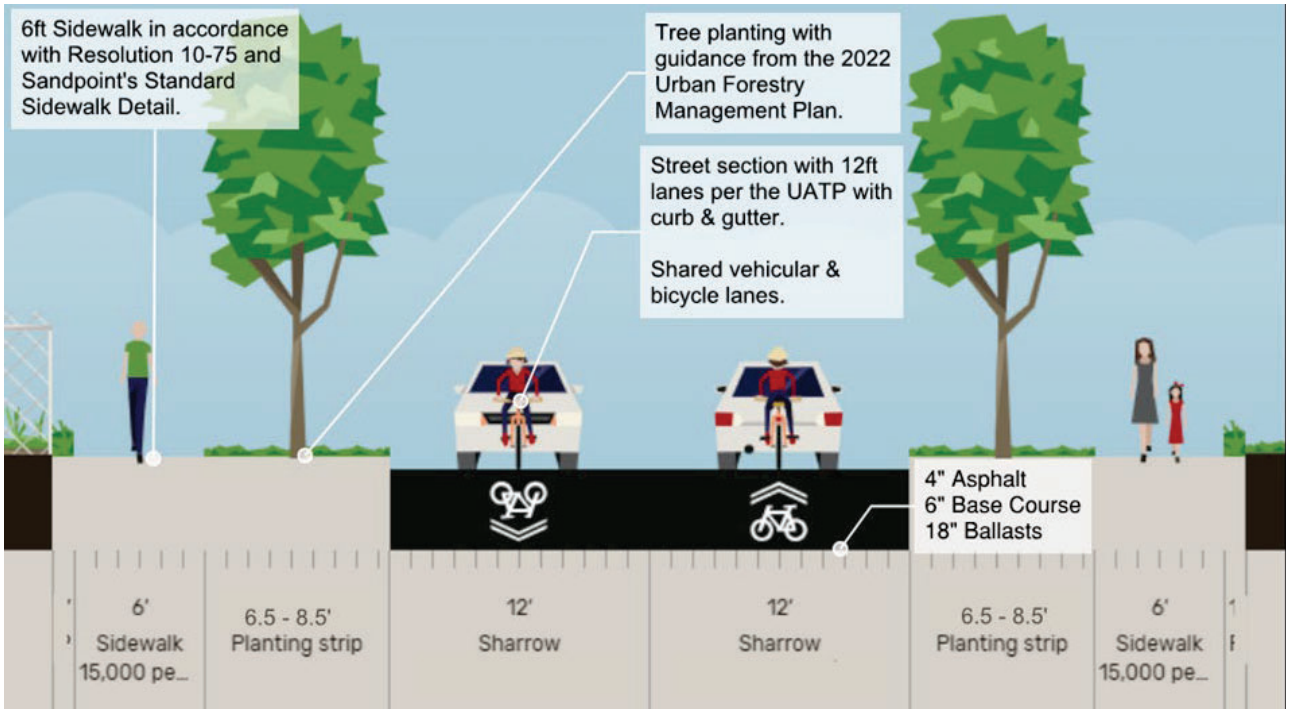


Figure 2 - Streetscape View of the Council's Design Direction

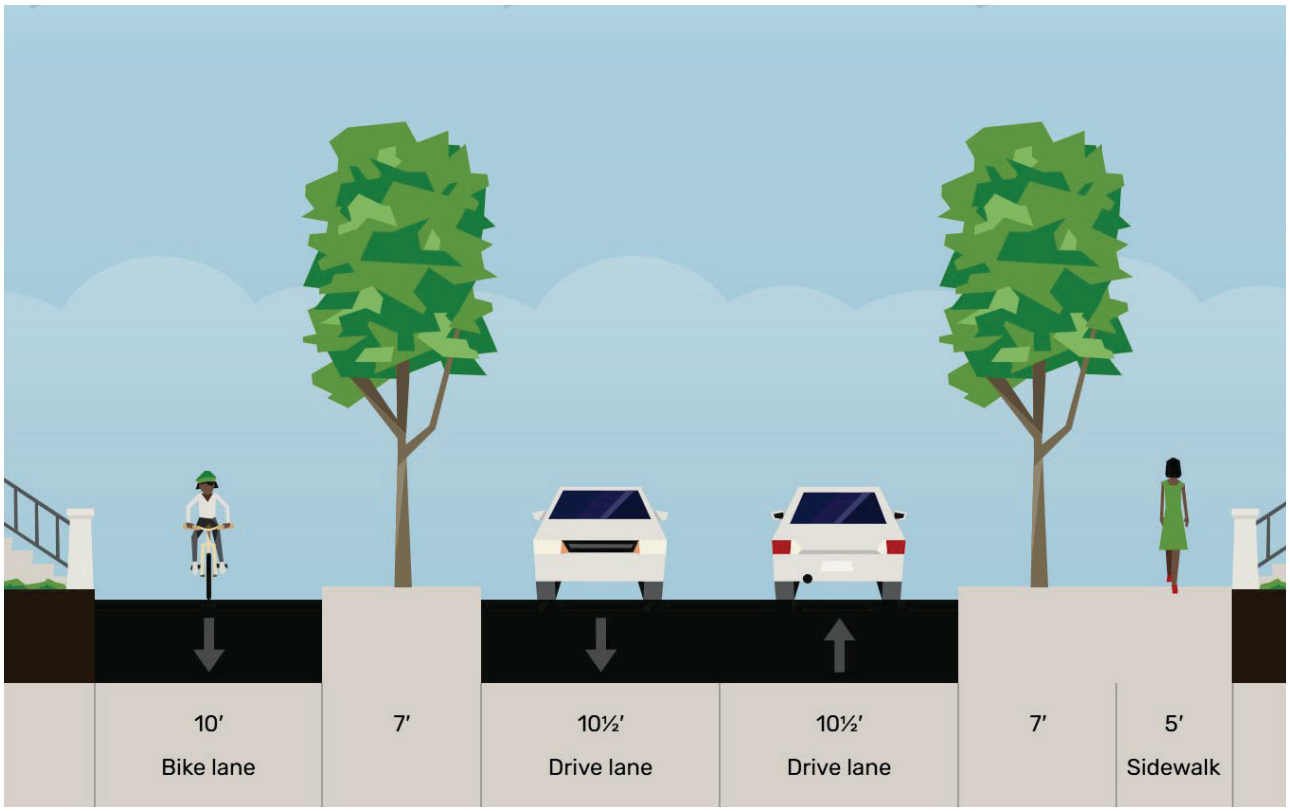


Figure 3

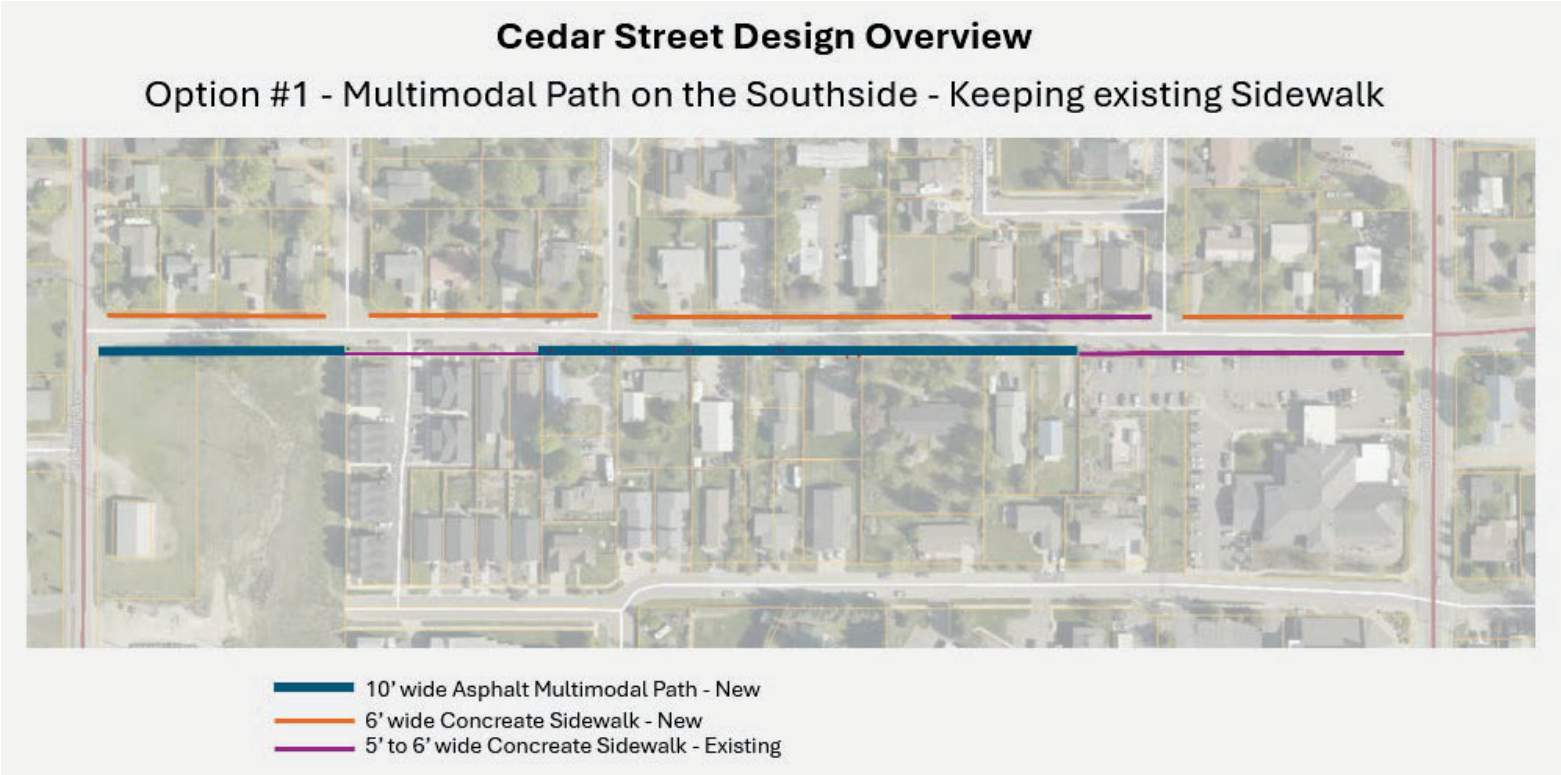

Cedar Street Design Overview
Option #1 - Multimodal Path on the Southside - Keeping existing Sidewalk
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing

Figure 4

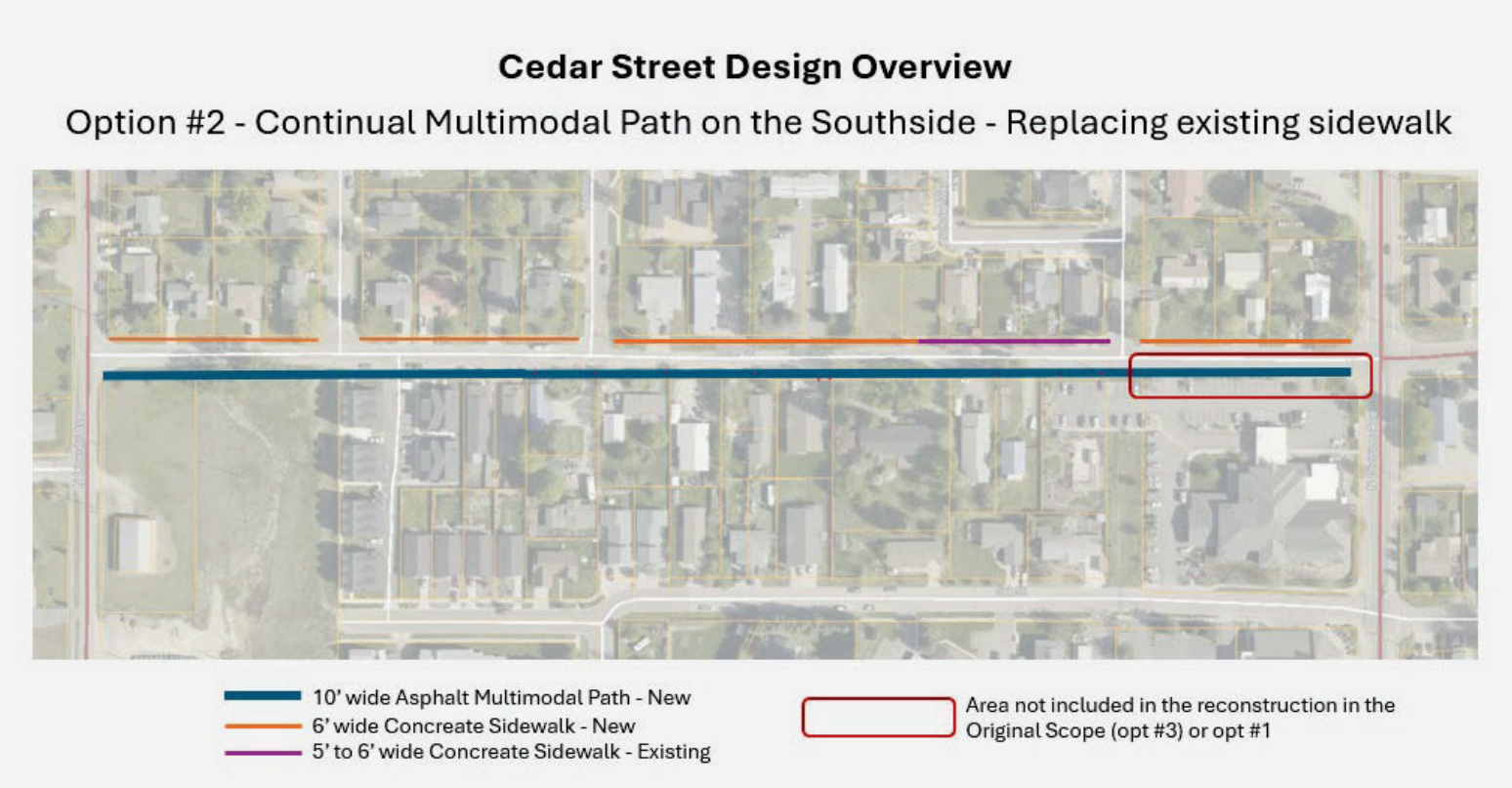

Cedar Street Design Overview
Option #2 - Continual Multimodal Path on the Southside - Replacing existing sidewalk
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing
Area not included in the reconstruction in the Original Scope (opt #3) or opt #1

Figure 5

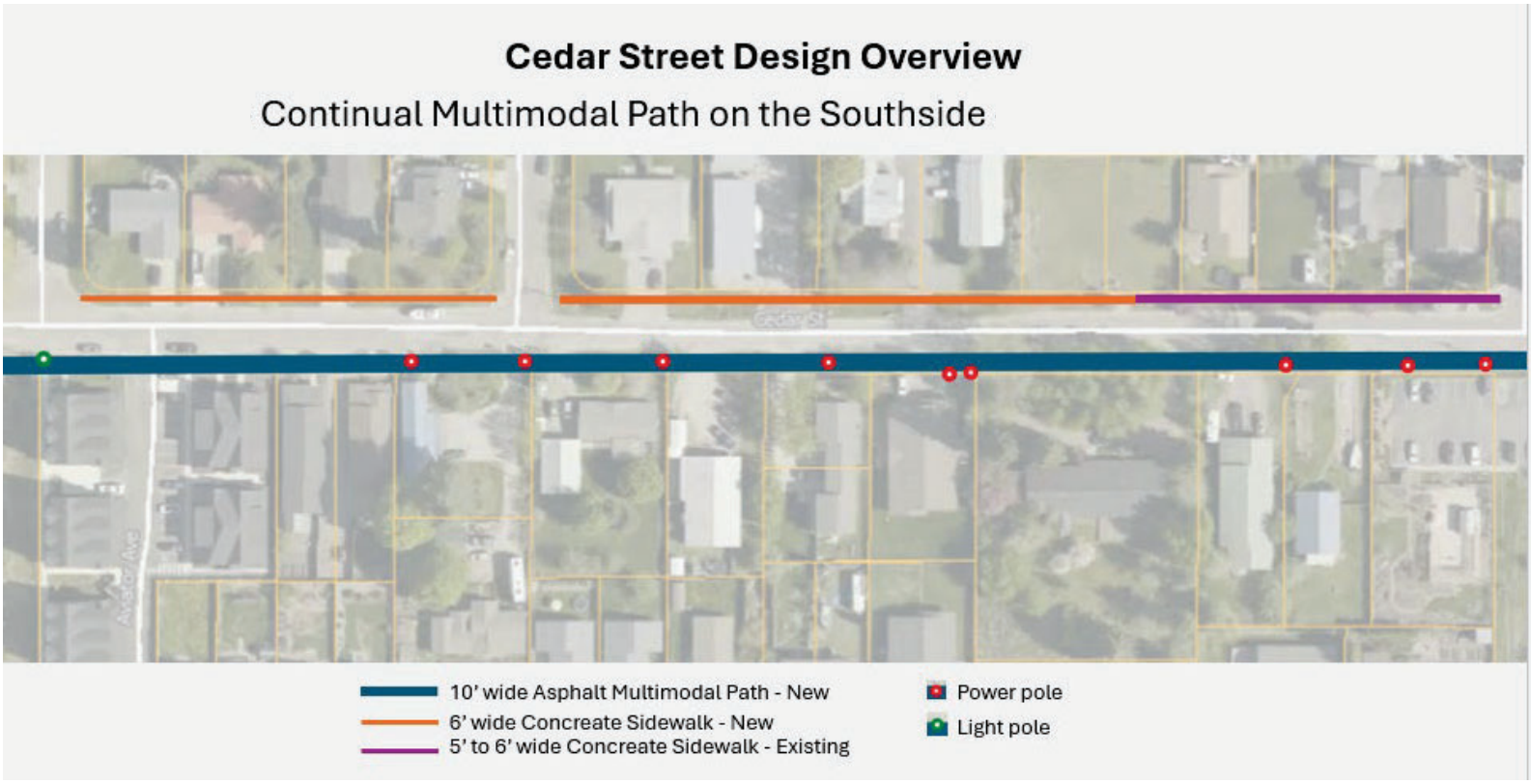

Cedar Street Design Overview
Continual Multimodal Path on the Southside
Cedar St
Avalon Ave
10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing
Power pole
Light pole

Figure 6 – Example of pole at in center of the bike path on New Waverly, Australia



Figure 7 - Streetscape View with Pole in Path

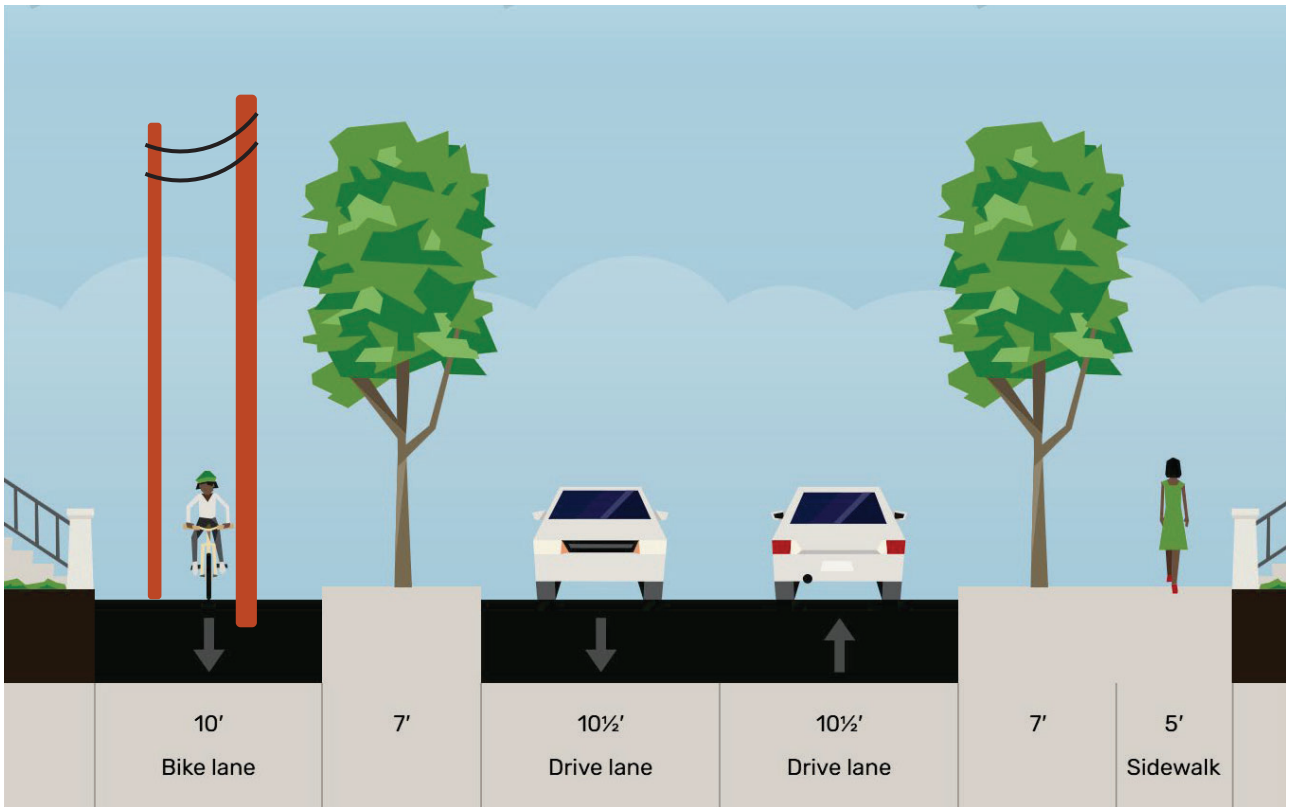


Figure 8 – Photos of power poles at The Library as an example of the power poles on the edge of the ROW in the sidewalk

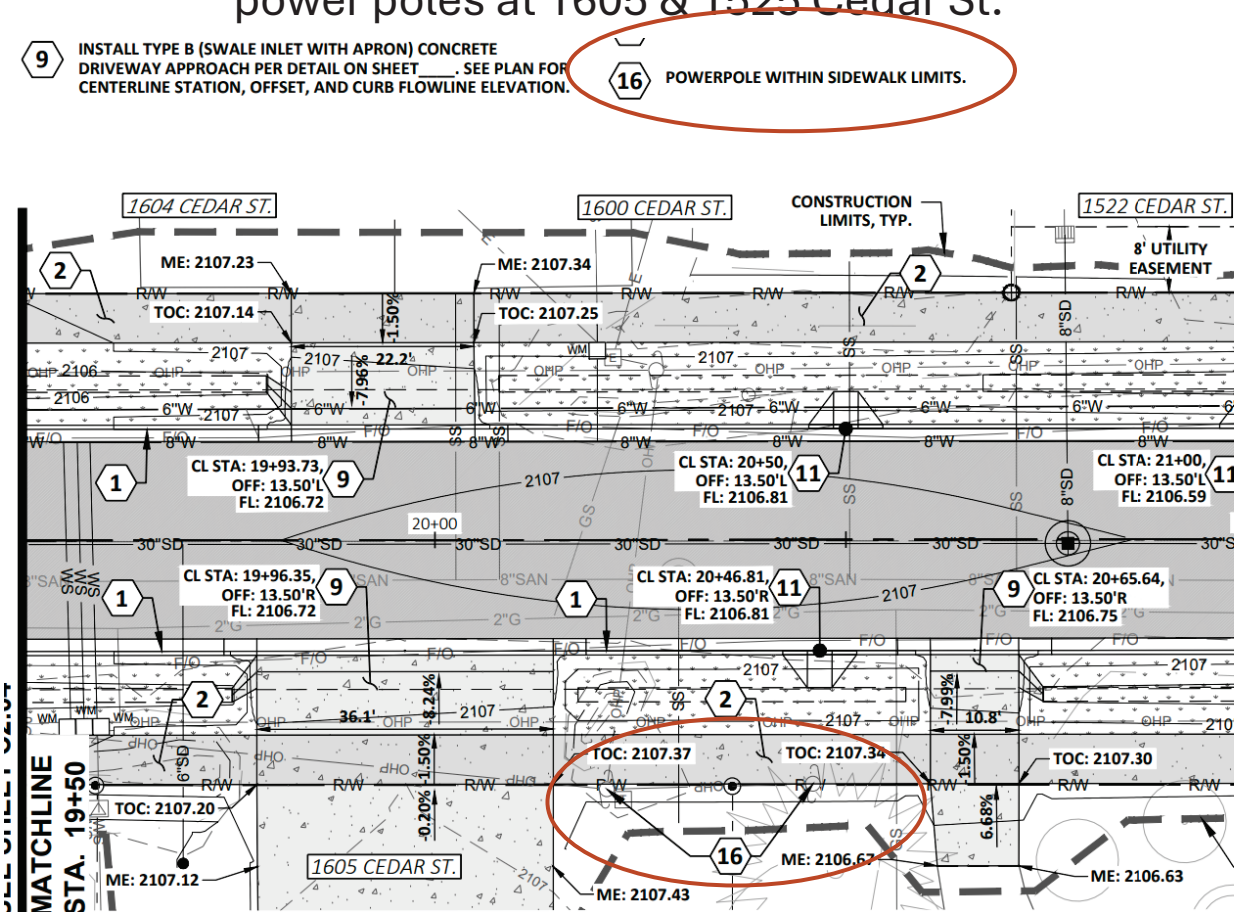




Figure 9 – Light pole at 327 Cedar St in greenway



Figure 10 – Design Sheet noting location of power poles at 1605 & 1525 Cedar St.



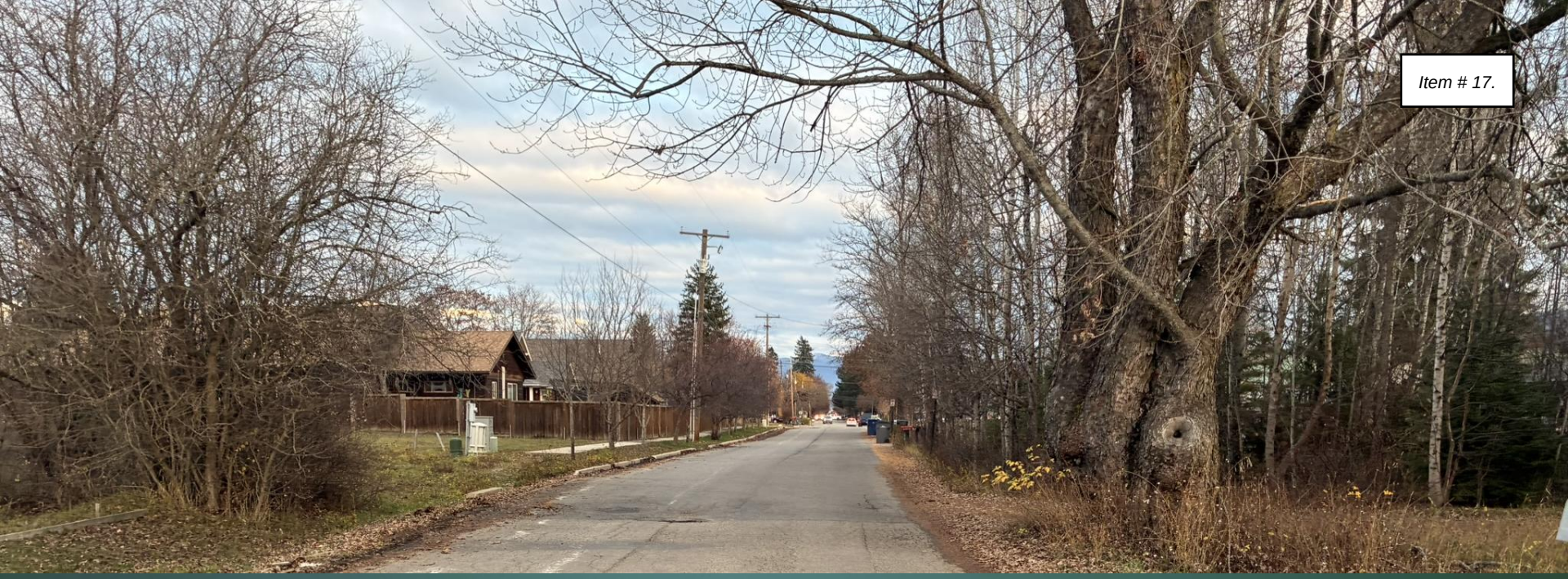
City Council Meeting 12.03.25

RE: Project Update and Council Direction – Cedar Street Reconstruction, Lincoln Ave. to Division Ave.

Background

At the March 12, 2025 Special Meeting/Workshop Council members sought changes to the proposed plans and concurred on the following features for this project:

- **10.5' travel lanes; -** Deviation from City Standard 12' (UATP)
- **5' sidewalk on the north side of Cedar Street;-** Deviation from City Standard 6' (Sidewalk Detail)
- **6-7'planter strip on the north side of Cedar Street;**
- **7' planter strip on the south side of Cedar Street;**
- **10' shared-use path on the south side of Cedar Street; -** Deviation from 2021City Adopted MTMP
- **Minimize, to the extent possible, removal of sidewalk on the south side of cedar street;**
- **Minimize, to the extent possible, removal of existing trees; and**
- **Determine the cost to save the established silver maple tree that exists in the 1600 block of Cedar Street.**



Determine Cost for saving the 43' Silver Maple & Minimize, to the extent possible Removal of existing trees

- Staff met with property owner of the Sliver Maple and Birch Tree Forest
- Discussion with Urban Foresty Commission on on the determined of Silve Maple as – Heritage Tree or Desired Tree
- Process of hiring/consulting with a certified arborist to assess the Silver Maple tree and understand the cost/options to *save (*mitigate during design/construction or relocate) the tree.



Traffic Calming Alternatives - 10.5' travel lanes;

- Staff met with Design Engineer, Street and Utilities Crew, IHD, and Avista – All recommend City Standard 12' - *operational concerns*.
- Consider Alternative Traffic Calming – Bulb outs / Raised Cross walks with City Standard of 12' width



Crews unable to plow snow on 6th Street.

Cedar Street Design Overview

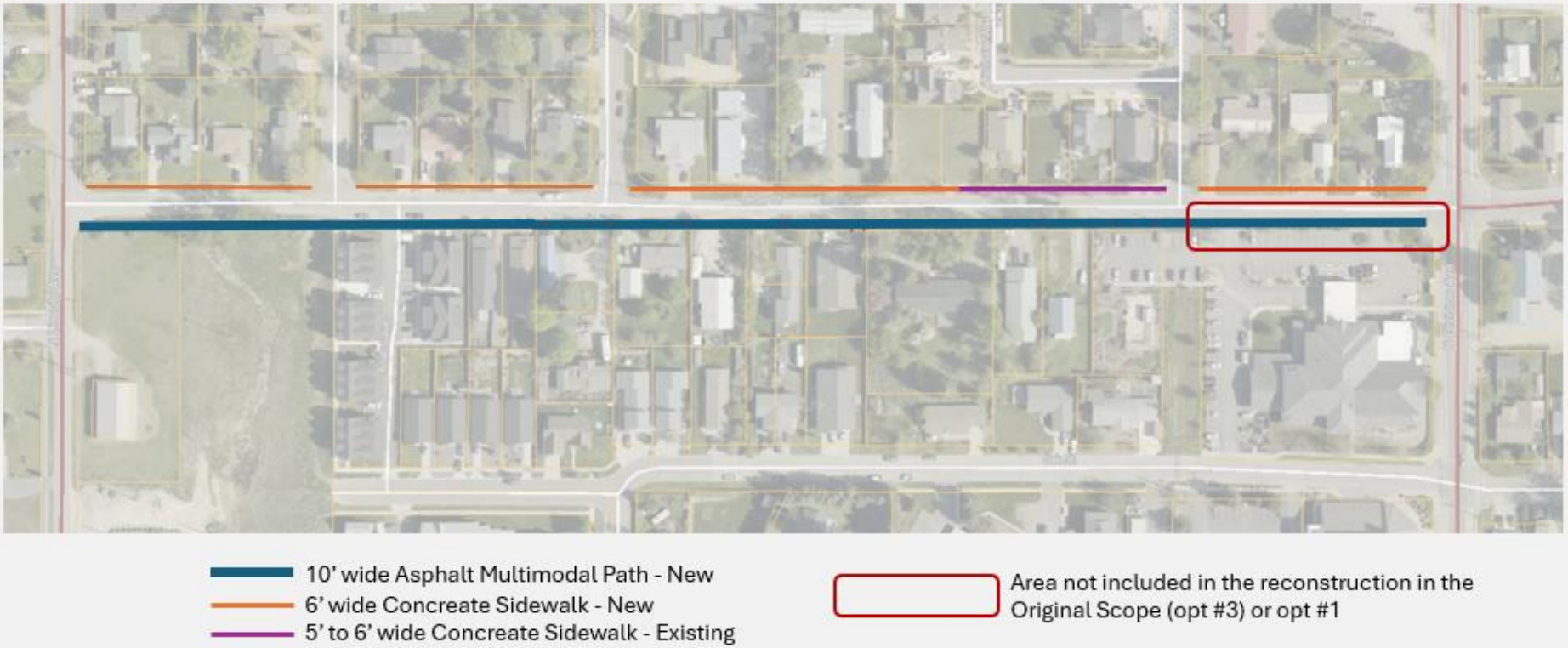
Option #1 - Multimodal Path on the Southside - Keeping existing Sidewalk



- **10' shared-use path on the south side of Cedar Street;**
  - Deviation from 2021City Adopted MTMP
- **Minimize, to the extent possible, removal of sidewalk on the south side of Cedar Street;**

Cedar Street Design Overview

Option #2 - Continual Multimodal Path on the Southside - Replacing existing sidewalk



- Staff met with Design Engineer, recommends – *either continuous multimodal path or continuous sidewalk*
- Identified power pole located directly in the middle of the proposed the 10ft wide multiuse path
  - 7 between N. Monroe Ave to Division Ave –Option #1
  - 9 between N. Madsion Ave to Division Ave – Option #2

Option #2 - Continual Multimodal Path on the Southside - Replacing existing sidewalk



- Staff met with Design Engineer, recommends – *either continuous multimodal path or continuous sidewalk*
- Identified power pole located directly in the middle of the proposed the 10ft wide multiuse path
  - 7 between N. Monroe Ave to Division Ave –Option #1
  - 9 between N. Madsion Ave to Division Ave – Option #2

Cedar Street Design Overview

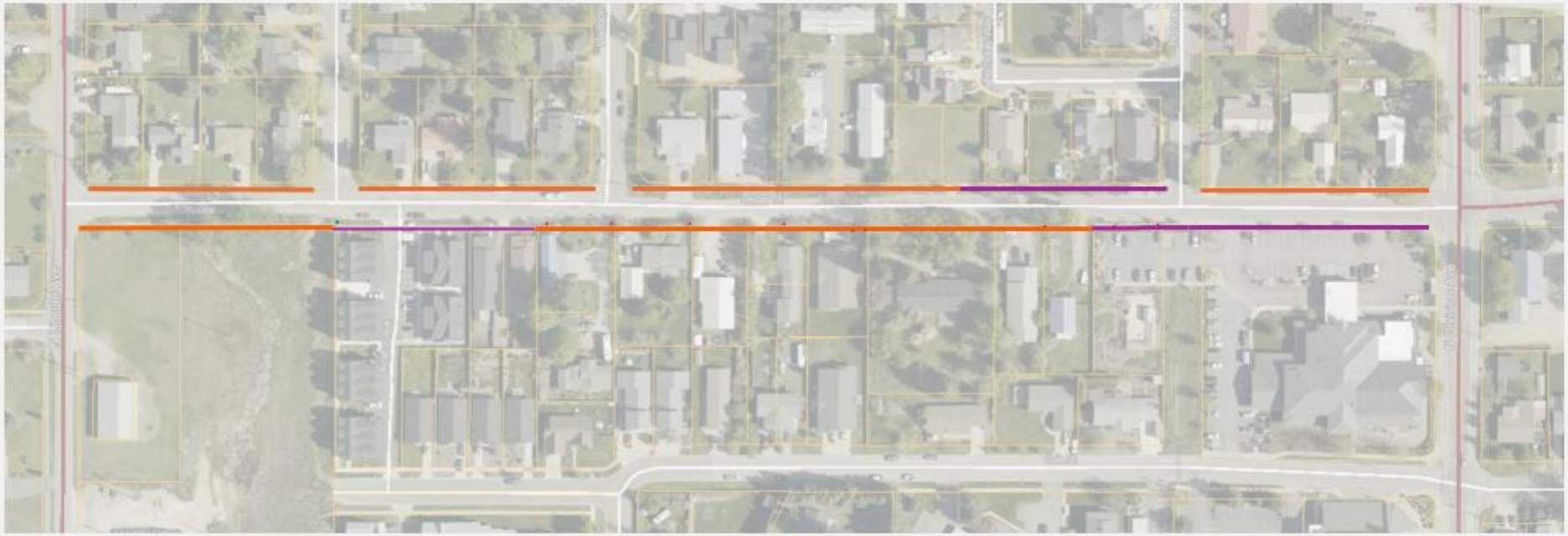
Option #2 - Continual Multimodal Path on the Southside - Replacing existing sidewalk



10' wide Asphalt Multimodal Path - New
6' wide Concreate Sidewalk - New
5' to 6' wide Concreate Sidewalk - Existing
Power pole
Light pole

Cedar Street Design Overview

Option #3 - Sidewalk on the Southside - Keeping existing Sidewalk



- Consider options the 3 provided Options and provide direction for the southside

Milestone	Date
City Council Final Design Approval	December 3, 2025
Final PS&E	March 4, 2026
Advertise for Bid	March 9, 2026
Anticipated City Council Award	April 15, 2026
Construction	Spring/Summer 2026

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 9, 2025

MEETING DATE: December 17, 2025

TO: MAYOR AND CITY COUNCIL

FROM: Holly Ellis, Public Works Director

SUBJECT: Transportation Alternatives Program (TAP): 2026 Application – Superior St Project

BACKGROUND:

Superior Street, between the Byway and First Ave, has long been identified as a key east–west corridor with missing pedestrian facilities, creating a significant gap between residential neighborhoods, Serenity Lee-Trail/Long Bridge users, businesses, and the downtown. This deficiency is documented in both the Multimodal Transportation Master Plan (MTMP) and the Downtown Street Design Guide, which highlight Superior as a priority corridor for improved pedestrian access, ADA compliance, and multimodal connectivity.

The proposed Superior Street Connectivity Project will construct new pedestrian infrastructure along Superior Street, completing a missing link in the City's multimodal network. Improvements will include new sidewalk or shared-use path facilities to provide a continuous, ADA-compliant connection between residential areas, Sagle, the downtown, as well as improved access to parks, and potentially future transit. This corridor experiences regular pedestrian activity but currently lacks safe, separated facilities. The project directly responds to TAP program goals by increasing mobility, improving safety, and supporting non-driver access to services.

This project is identified in the MTMP and the Downtown Street Design Guide, meeting TAP scoring criteria for consistency with adopted plans. The City maintains an ADA Transition Plan, and Superior Street improvements advance the plan's goals by removing known accessibility barriers. Staff will complete required pre-application forms, including the TAP estimating worksheet, environmental screening, and pre-application checklist by the January 15 deadline.

The TAP program provides up to $500,000 in federal funds for a standard project, requiring a 7.34% local match. The City intends to use Street Capital Sidewalk Funds or other eligible sources to meet the match requirement. If awarded, staff will return to Council with a full project budget, agreements, and design and construction administration contracts for approval.

DESCRIPTION:

The Local Highway Technical Assistance Council (LHTAC), in partnership with the Idaho Transportation Department (ITD), is soliciting applications for the 2026 Transportation Alternatives Program (TAP) to select projects for FY2028–2030. The purpose of TAP funding is to improve mobility, safety, and quality of life by supporting alternative transportation projects, including on- and off-road facilities for pedestrians, bicyclists, and other nonmotorized users; sidewalks; bicycle infrastructure; pedestrian and bicycle

signals; traffic calming; lighting and other safety-related elements; and projects that improve compliance with the Americans with Disabilities Act. As outlined in the program guidance, approximately $7.5 million is available statewide each year, with up to 95% allocated to infrastructure projects and the remainder available for non-infrastructure Safe Routes to School activities. The annual funding level is established under the IIJA Act.

The maximum Federal TAP award is $500,000, and all projects require a 7.34% local match. TAP funding may be used to hire a consultant from ITD's term agreement list to complete design to Federal-aid standards, for construction of the project, and for construction engineering and inspection (CE&I). Federal requirements stipulate that construction administration must be performed by an ITD term-agreement consultant, although local agency staff may supplement inspection. Projects must follow all applicable federal design, procurement, and documentation requirements for the sponsor to remain eligible for the 92.66% federal reimbursement.

STAFF RECOMMENDATION:

Authorize staff to submit a Transportation Alternatives Program grant of up to $500,000 to LHTAC for sidewalk connectivity on Superior Street.

ACTION:

Move to authorize staff to submit a Transportation Alternatives Program grant of up to $500,000 to LHTAC for sidewalk connectivity on Superior Street.

WILL THERE BE ANY FINANCIAL IMPACT? N/A HAS THIS ITEM BEEN BUDGETED? N/A

ATTACHMENTS:

1. Project Map
2. TAP Grant Application

No: 25-
Date: December 17, 2025

RESOLUTION
OF THE CITY COUNCIL
CITY OF SANDPOINT

TITLE: TRANSPORTATION ALTERNATIVES PROGRAM (TAP) 2026 APPLICATION, SUPERIOR STREET PROJECT

WHEREAS: The Local Highway Technical Assistance Council (LHTAC), in partnership with the Idaho Transportation Department (ITD), is soliciting applications for the 2026 Transportation Alternatives Program (TAP) to select projects for FY2028–2030;

WHEREAS: The purpose of TAP funding is to improve mobility, safety, and quality of life by supporting alternative transportation projects, including on- and off-road facilities for pedestrians, bicyclists, and other nonmotorized users, sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming, lighting and other safety-related elements, and projects that improve compliance with the Americans with Disabilities Act;

WHEREAS: The maximum Federal TAP award is $500,000, and all projects require a 7.34% local match, while TAP funding may be used to hire a consultant from ITD's term agreement list to complete design to Federal-aid standards for construction of the project and for construction engineering and inspection (CE&I);

WHEREAS: Federal requirements stipulate that construction administration must be performed by an ITD term agreement consultant, although local agency staff may supplement inspection, and projects must follow all applicable federal design, procurement, and documentation requirements for the sponsor to remain eligible for the 92.66% federal reimbursement; and

WHEREAS: The City is responsible for administering the project in accordance with federal-aid requirements, which includes selecting a consultant engineer from the ITD term agreement list, coordinating design reviews with the State, certifying right-of-way and environmental compliance prior to advertisement, bidding and awarding the construction contract, providing project management and inspection staff throughout construction, and maintaining all project records for the federally required retention period.

NOW, THEREFORE, BE IT RESOLVED THAT: City Council hereby authorizes staff to submit a TAP grant application to LHTAC, seeking up to $500,000 for sidewalk connectivity on Superior Street.

BE IT FURTHER RESOLVED THAT: The Mayor or his designee, as permitted, is hereby authorized to sign any and all grant application documents for this purpose.

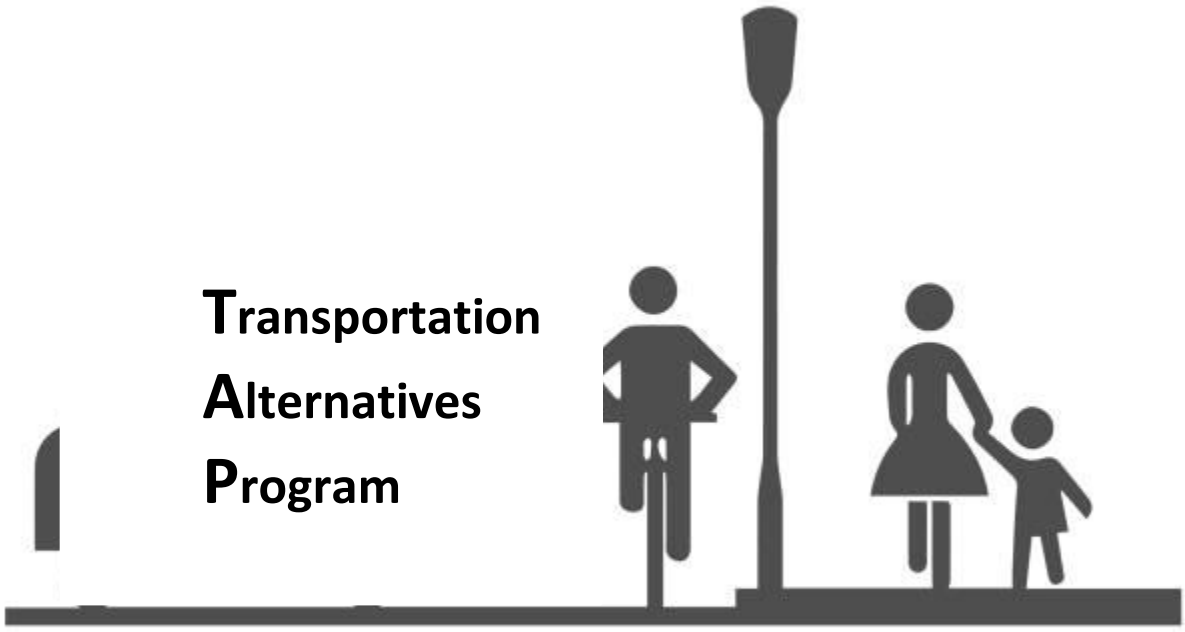
_____
Jeremy Grimm, Mayor

ATTEST:

_____
Melissa Ward, City Clerk

Transportation Alternatives Program (TAP): 2026 Application - Infrastructure Projects

Submittal Deadline: Thursday January 22nd, 2026, 4:00 pm MST
(revised December 2025)



Local Highway Technical Assistance Council
3330 Grace Street
Boise, Idaho 83703
208-344-0565
Fax 208-344-0789
www.LHTAC.org

Lhtac2
Advocate | Support
Train

INCLUDED IN THIS PACKET

1. APPLICATION INFORMATION 2

2. PROGRAM GUIDANCE 4

3. APPLICATION 8

4. SCORING 10

1. APPLICATION INFORMATION

1.1 INSTRUCTIONS

There are several changes to the TAP Infrastructure application from prior years. Major changes include:

- The ITD TAP coordinators have been updated. Please make sure you contact the appropriate ITD staff as required for your application.
- Guidance for how projects must adhere to Senate Bills 1140 and 1144 has been developed.

The following items are due to LHTAC or ITD TAP Coordinator by January 15, 2026:

- Pre-application checklist
- Environmental screening form
- TAP estimating worksheet

The forms will be returned to the applicant with signatures or with comments to be addressed prior to submission of the application. Forms with comments must still be signed prior to submission of application.

A completed application will include the following:

- Cover Sheet that includes the local sponsor and project name.
- Applicant information and funding preferences (page 9).
- Project Map that clearly defines project location with easily identifiable beginning and end points.
- Responses to questions 1-5.
- Letter or resolution from your agency stating a match commitment.
- ITD 1983 form – ROW Certificate.
- Supplemental Application Questions for projects within an MPO (if applicable).
- Railroad agreement (if applicable).
- The pre-application checklist, environmental screening form and TAP estimating worksheet.
- Application certification, signed page 7.

Completed applications should be submitted as a single electronic file to APPLICATIONS@LHTAC.ORG by 4:00 p.m. (MST) on Thursday, January 22, 2026.

Application resources can be found on LHTAC's website www.lhtac.org/programs/TAP

1.2 PROGRAM BACKGROUND

The Local Highway Technical Assistance Council (LHTAC) in partnership with the Idaho Transportation Department is now soliciting applications for the Transportation Alternatives Program (TAP) to add projects to fiscal years 2028, 2029, 2030. The purpose of TAP funding is to provide for a variety of alternative transportation projects and to advance ITD's strategic goals of Mobility, Safety and Economic Opportunity. The TAP program provides funding for programs and projects defined as transportation alternatives, including on- and off-road pedestrian and bicycle facilities, infrastructure projects for improving non-driver access to public transportation and enhanced mobility, and safe routes to school educational projects. Approximately $7.5M is available each year with up to 95% going toward infrastructure projects and the rest funding non-infrastructure Safe Routes to School (SR2S) projects. The $7.5M annual funding allocation is based on the IIJA Act.

ELIGIBLE PROJECTS: According to ITD Administrative Policy 5081, funds can be used for on-road and off-road trail facilities for pedestrians, bicyclists, and other nonmotorized forms of transportation, including sidewalks, bicycle infrastructure, pedestrian and bicycle signals, traffic calming techniques, lighting and other safety-related infrastructure, and transportation projects to achieve compliance with the Americans with Disabilities act of 1990.

Examples of eligible projects:

- Paths/sidewalks along or adjacent to an existing roadway.
- Connecting sidewalks/paths between two terminal points.
- Curb ramps and other horizontal and vertical barriers to accessibility.
- Pedestrian crossing facilities across an existing roadway including signing and/or signalization.
- Reconstructing an existing non-compliant pathway or sidewalk.
- Pedestrian bridges or underpasses.

Senate Bill 1140 and 1144: By submitting an application, applicants are certifying these projects meet the intent of SB 1140 and SB1144, passed in April 2025. Approved TAP projects will satisfy the requirement that standalone bicycle and pedestrian projects be proposed in specific locations near schools, parks, or other designated bicycle or pedestrian areas.

APPLICATION:

The application for the Transportation Alternatives Program is included in this package, and can be found on the LHTAC website, www.LHTAC.org, under the Programs tab, then TAP Program.

The application is due Thursday January 15th at 4:00 p.m. (MST) and should be submitted electronically in a single PDF file to APPLICATIONS@LHTAC.ORG. The applications will be scored by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee. Applicants will be notified of award in March 2026.

Limit two applications per eligible applicant.

FUNDING:

Standard TAP infrastructure awards are capped at $500,000 in Federal-aid (plus 7.34% local match, for a total project size of $536,700). You may submit up to two applications, however only one application will be funded per jurisdiction, unless all jurisdictions who submit applications receive an award and there is funding remaining. Jurisdictions may submit one application for a non-scalable TAP project (up to $1M in federal funds). Competitive non-scalable TAP projects are projects that cannot be phased. Examples of non-scalable TAP projects should include large elements like pedestrian bridges, underpasses, or pedestrian tunnels. Non-scalable TAP applications count toward the two-application limit per jurisdiction. See Section 2 for additional information about standard and non-scalable infrastructure application guidance.

2. PROGRAM GUIDANCE FOR 2026

Statement of Purpose: To share guidelines for the Transportation Alternatives Program.

Program Administration Team: Local Highway Technical Assistance Council and Idaho Transportation Department.

Guidelines and/or Rules:

Basic Structure:

- Application is available by October 2, 2025.
- Application is due January 22, 2026.
- Applicant is required to submit a signed document stating everything in the application is accurate and they are able to pay the 7.34% local match.
- Projects on a state route require coordination with the ITD District TAP Coordinator prior to application submittal. Start this coordination early in the application window to allow time for a site visit or communication about project limitations within ITD Right-Of-Way.
- Projects off-system require coordination with LHTAC TAP Coordinator prior to application submittal.
- ITD design standards and federal regulations (include link) apply to all projects funded with TAP funds.

Project Types:

- Standard Project:
    - Up to $500k federal funds (plus 7.34% local match, total project $536,700).
    - Projects may be phased.
    - May submit two (2) applications each cycle.

- Non-Scalable Project:
    - Up to $1M federal funds (plus 7.34% local match, total project $1,073,400).
    - Must include a non-scalable element: pedestrian bridge, pedestrian tunnel, etc.
    - May only submit one (1) non-scalable application each cycle. Agencies may submit one (1) standard project application in addition to a non-scalable application.

Application:

- Projects must be located within the public right of way, primarily serving a transportation use.
- Limit of two applications per City, County, or Highway District (includes up to 1 Non-Scalable TAP application).

TAP Coordinators:

If a project falls within the Idaho Transportation Department (ITD) Right-of-Way (ROW), then the local sponsor must coordinate with the appropriate ITD district representative listed below. ITD must review and approve the scope of the project and provide a letter of support to be included in the project application. During design, the ITD District will have opportunities to provide comments at milestone project submittals including (but not limited to) preliminary design, final design, and plans, specifications, and estimate (PS&E) submittal. Coordination with your district representative early in the application process is recommended.

- District 1 (North Idaho): Rob Beachler (208) 772-1216
- District 2 (North-Central Idaho): Jole Wells (208) 799-4226
- District 3 (Southwest Idaho): Aaron Bauges (208) 334-8964
- District 4 (South-Central Idaho): Andrew Young
- District 5 (Southeast Idaho): Melodie Halstead (208) 239-3370
- District 6 (East Idaho): Jeff Sneddon (208) 745-5863
- LHTAC (Local roads statewide): Amanda LaMott (208) 344-0565

Scoring:

- Scoring will be by the Transportation Alternatives Program (TAP) Selection and Evaluation Committee as appointed by the Idaho Transportation Department comprising of professionals and stakeholders from various locations across Idaho.
- The MPOs will collaboratively score and rank the supplemental questions for projects that fall within MPO boundaries.
- LHTAC staff will provide project recommendations to the LHTAC Council in March 2026 and the ITD Board at the April 2026 meeting.

Funding:

- Fund approximately $7.5M in projects annually.
- Funding available in 2028 (partial), 2029, and 2030.
- Maximum federal award of $500k for standard projects. Maximum federal award of $1M for non-scalable projects.
- No in-kind match.
- Local jurisdictions may design the project in-house if they have a licensed engineer who can complete Federal-aid compliant design, but this work cannot be reimbursed by the TAP grant.
- Local jurisdictions must hire a Construction Administration consultant as part of the federal project to complete the construction engineering and inspection. The local agency may augment the construction engineering and inspection agreement by providing additional inspection. This work cannot be reimbursed by the TAP grant.
- All projects will require a 7.34% local match of federal funds.
- Project costs may exceed the federal funds allocated to a project, but the local sponsor is required to pay 100% of cost overruns, unless additional federal funding is available at the time of the request.

Eligible use of Funds:

- Hire an engineer off the ITD term agreement list to complete the design to Federal-aid standards.
- Fund construction of the project through federally compliant acquisition process (state and federal procurement rules must be followed).
- Fund construction engineering and inspection (CE&I) services by a consultant off the ITD term agreement list. Local sponsor cannot perform construction administration but can help augment inspection on TAP projects.

Eligible applicants:

- City, County, or Highway District.
- Transit agency.

- Natural resource or public land agency.
- School district, local education agency, or school.
- Tribal government.
- Any other local or regional governmental entity with responsibility for or oversight of transportation or recreational trails.
- A State, at the request of an eligible entity listed above.

Sponsor certifies the following conditions of application:

- Sponsor is familiar with Transportation Alternatives Program eligibility criteria.
- All Right-of-Way (ROW) was acquired in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act and no environmental issues are known to exist.
- If the project falls within ITD Right-Of-Way (ROW), sponsor has coordinated with the appropriate ITD District and has accurately represented the project scope.
- This project doesn't impact any rail lines. If a track is being crossed, sponsor has a documented agreement with the railroad attached to this application.
- Sponsor budget accurately reflects the anticipated cost of the proposed project.
- The information in the application accurately reflects available knowledge of staff.
- Sponsor understands this is a reimbursement grant, must furnish the local cash match upfront, will be reimbursed as work progresses and invoices must be submitted with accompanying documentation.
- The project must be designed and constructed following federal guidelines in order for the sponsor to be eligible for the 92.66% federal reimbursement.
- If the applicant decides to remove this project after the project has begun, the sponsor may be required to pay 100% of all federal funds expended.
- Sponsor accepts responsibility for future maintenance and operating costs of the completed project.

_____ _____

Sponsor Signature (Authorized Official) Date

_____

Sponsor Printed Name

_____

Title

3. APPLICATION

Project Title:_____
Applicant Agency:_____
Mailing Address (this may be a P.O. Box):

_____

Include a physical address if different from your mailing address:

_____

Please list the person from your agency we should call if we have questions regarding this project application.
Contact Name: _____
Phone: _____
Email: _____
***A second contact is required in case the first contact is no longer with your agency.**
*Second Contacts Name:_____
Phone: _____
Email: _____

State Highway Route(s) *if applicable* _____

Beginning Mile Posts(s) *if applicable* _____

Ending Mile Posts(s) *if applicable* _____

Project Area:
☐Urbanized - Areas with population over 200,000
☐Urban - Areas with population of 5,001 to 200,000
☐Rural - Areas with population of 5,000 or less

Project costs:
Total Federal Funds (92.66%): _____
Total Local Match (7.34%): _____
Total Project Cost Estimate: _____

Federal reimbursement requested for: (select all that apply)

☐ Design activities
☐ Construction activities

Preference	
Design	
2027	☐
2028	☐
2029	☐
Construction	
2028	☐
2029	☐
2030	☐

Unscored Application Criteria:

- ☐ Provide a map clearly showing project limits
- ☐ (pass/fail) Do you own the necessary Right-of-Way for your project? Applicant must document this with an ITD-1983 form. Do you have all necessary easements or access agreements for the project? Provide if applicable.
- ☐ (pass/fail) If your project falls within railroad Right-of-Way, do you have a written agreement from the railroad supporting your project?

Please provide a response for questions 1-5

1. (35 pts) Project Description: Describe your project and why it is important to your community. Include information on distinct elements applicable to the program including sidewalks, bike lanes, shared use path etc. (Limit 1 page).
2. (15 pts) Planning and Readiness: Is this project in your jurisdiction's transportation plan or comprehensive plan and has it been updated in the last 5 years? Do you have an ADA Transition Plan? (agencies with less than 50 employees are not required to have an ADA Transition Plan) If this project is within an MPO boundary, have you coordinated with them on the scope of this project? Do you have a resolution from your jurisdiction's governing body committing to the project match? (Limit ½ page).
3. (20 pts) Mobility: Describe how this project will increase mobility in your community? Does it tie into an existing pedestrian system and/or provide connectivity? Will the project increase biking or walking trips? Does this project remove a known barrier to accessibility? (limit ½ page).
4. (20 pts) Safety: Describe how this project will improve safety for cyclists, pedestrians, children, and those with disabilities in your community. (Limit ½ page).
5. (10 points) Do you have support from your community and/or neighboring agencies? (limit 5 pages).
    - ☐ If your project is within a Metropolitan Planning Organization (MPO) boundary, one of your five letters must be from your MPO indicating this project is in alignment with the Metropolitan Transportation Plan.
    - ☐ If your agency is part of a regional transportation group or coalition, it is recommended to include a letter from them supporting your project.

Total: 100 points

Application Checklist:

- ☐ Signed page 7 from this application packet.
- ☐ Responses to the unscored application criteria.
- ☐ Responses to questions 1-5.
- ☐ Pre-application checklist – signed by ITD or LHTAC TAP Coordinator by January 15, 2026.
- ☐ Environmental Screening Form – signed by LHTAC or ITD District Environmental Planner by January 15, 2026.
- ☐ TAP estimating worksheet - signed by LHTAC or ITD District Environmental Planner by January 15, 2026.
- ☐ Letter or resolution from your agency stating a match commitment.
- ☐ ITD 1983 form – ROW Certificate.
- ☐ Supplemental Application Questions for projects within an MPO (if applicable).
- ☐ Agreement with the railroad (if applicable).

4. SCORING

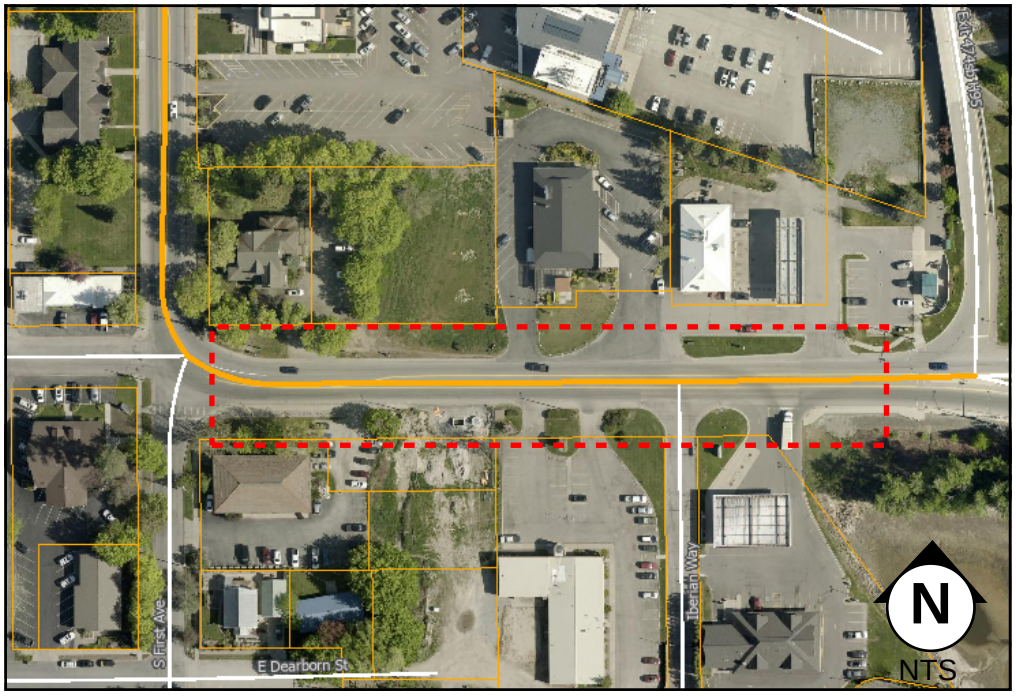
1. Project Description: 35 pts
   a. Description clearly describes the scope and limits of the project. Describes the project elements, benefits they provide, and clearly shows how they address the needs of the project. Elements may include shoulders, bike lanes, sidewalks, shared use paths, traffic calming, street lighting and/or street furniture. 25-35 pts
   b. Description moderately describes the scope and limits of the project. Describes the project elements, moderately shows how they address the needs of the project, and the benefits they provide. 15-25 pts
   c. Description includes minimal information to understand the scope and limits of the project. Describe the project elements, how they address the needs of the project, and the benefits they provide. 0-15 pts

2. Planning and Readiness: 15 pts
   a. Project is supported by a transportation plan or comprehensive plan updated w/in 5 years containing a written bicycle/pedestrian plan. Application includes a resolution from the governing body committing to pay the local match. MPO has been coordinated with and is supportive (if applicable). 10-15pts
   b. Project is supported by a transportation plan or comprehensive plan older than 5 years without a written bicycle/pedestrian plan. Application includes resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable). 5-10 pts
   c. No transportation plan. Application may or may not have a resolution from governing body committing to pay the local match. MPO may or may not have been contacted (if applicable). 0-5 pts

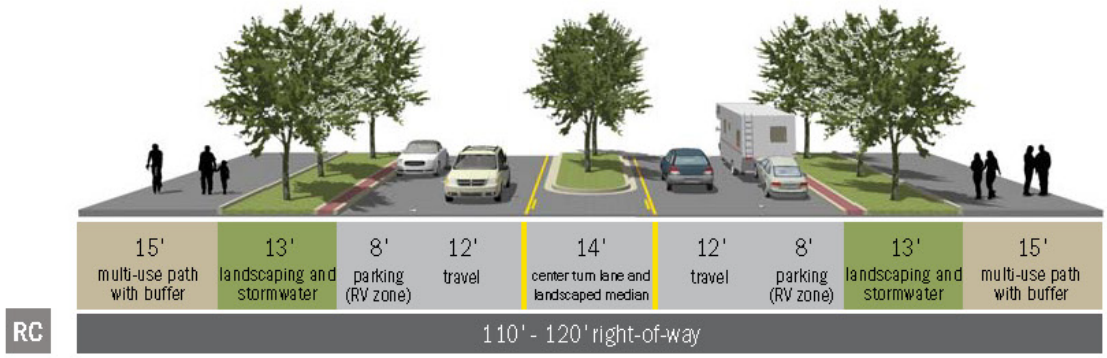
3. Mobility: 20 pts
   a. Description states how this project will increase mobility and accessibility in the community, how the project ties into an existing pedestrian facility or installs new facilities where none previously existed. Clearly provides examples of new connections to services and goods (i.e. residential to school, residential to commercial, commercial to health care, etc.). Removes a known barrier to accessibility. 10-20 pts
   b. Description states how this project will increase mobility and accessibility in the community. Limited description for how the project ties into an existing pedestrian facility or installs new facilities where none previously existed with limited examples of new connections this provides. 5-10 pts
   c. Description includes minimal information about how the project will increase mobility and accessibility in the community. Does not provide information on new connections. 0-5 pts

4. Safety: 20 pts
   a. Description clearly states how this project will improve safety for cyclists, pedestrians, children, and those with disabilities. Description includes pedestrian and/or bicycle counts, crash data, remarks from the local police, and other data driven documentation of safety enhancements. 15-20pts
   b. Description moderately describes how this project will improve safety for some users. Limited data driven sources safety enhancements. 10-15pts
   c. Project description provides little or no safety improvements. 0-10pts

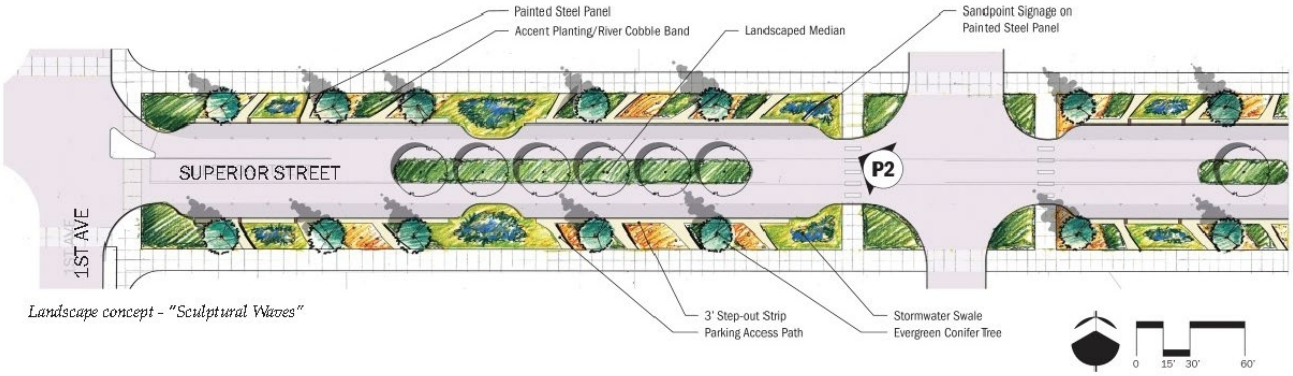
5. Letters of support: 10 pts
   a. Five signed, unique and current letters or statements of support. If this project is within ITD Right-of-Way, one of the letters must be from the ITD District. 7-10pts
   b. Form letters or not unique letters of support. 4-7 pts
   c. Less than five letters of support. 0-4pts



Superior St Project - Map



Regional Connection 4 (RC4) - Superior Street. Preliminary design concepts for the Superior Street gateway are discussed in Section 7 of this guide.



Landscape concept - "Sculptural Waves"

Figure 11 Concepts for Superior Street from the *Downtown Streets Plan and Design Guide*

AGENDA REPORT

City Council Meeting

TODAY'S DATE: December 4, 2025

MEETING DATE: December 17, 2025

TO: Mayor Grimm, City Council

FROM: Jason Welker, Planning & Community Development Director

SUBJECT: Consideration of a Commercial Property Assessed Capital Expenditure (C-PACE) Program for the City of Sandpoint

I. INTRODUCTION

Staff is bringing forward this item to introduce and explore the potential establishment of a Commercial Property Assessed Capital Expenditure (C-PACE) Program in the City of Sandpoint. C-PACE is a relatively new economic development and sustainability tool in Idaho that enables private developers and commercial property owners to access long-term, fixed-rate financing for energy efficiency, renewable energy, water conservation, and resiliency improvements.

Idaho's adoption of the C-PACE Act (House Bill 378) in 2023 created a framework that cities may choose to implement locally. Several Idaho jurisdictions, including Coeur d'Alene, Post Falls, Boise, Rexburg, and Blackfoot, have already established programs and are using this tool to encourage reinvestment in their commercial cores, stimulate redevelopment of older buildings, support new high-performance construction, and help multifamily housing projects incorporate sustainable features.

Because Sandpoint is actively seeking opportunities to strengthen its economic base, incentivize reinvestment, and encourage more energy-efficient and resilient development, staff believes C-PACE merits serious consideration. Establishing a program could help unlock financing for private projects that advance community goals while generating new revenues to support the City's broader economic development efforts.

II. BACKGROUND ON IDAHO'S C-PACE LEGISLATION

The Idaho Legislature enacted the C-PACE Act in 2023, codified in Idaho Code Title 67, Chapter 38. The Act allows cities and counties to create programs that permit willing property owners to finance qualified improvements through private capital providers. These improvements, which include energy efficiency, renewable energy systems, water conservation measures, and a broad range of resiliency upgrades, are repaid via a voluntary special assessment recorded against the property. The assessment "runs with the land," meaning repayment obligations transfer to future property owners until the financing is fully repaid.

The statute establishes important safeguards: total debt secured by the property, including the C-PACE assessment, may not exceed 90 percent of the parcel's fair market value; C-PACE financing is capped at 35 percent of value for new construction and 25 percent for retrofits; and the City may charge both an application fee and an administrative servicing fee to fully recover its costs. Importantly, the City does not loan money, does not use taxpayer funds, and assumes no financial liability if a borrower

defaults. The City's role is ministerial: reviewing applications for compliance, executing agreements, and recording the lien.

The Legislature explicitly declared that encouraging resource-efficient and resilient buildings serves a public purpose by reducing energy and water use, lowering long-term operating costs, and supporting Idaho communities in mitigating risks from fires, storms, and other hazards. This policy foundation provides strong support for local implementation.

III. C-PACE PROGRAMS IN OTHER IDAHO CITIES

Sandpoint would join a growing group of Idaho communities that view C-PACE as a meaningful economic development tool. Coeur d'Alene was the first city in the state to adopt a program and developed a comprehensive program guidebook that has since been used as a model by others. Post Falls and Blackfoot have advanced similar actions, while Boise unanimously adopted its program in August 2025, emphasizing its value in promoting sustainable development at no cost to taxpayers.

Rexburg's program has already generated Idaho's first C-PACE transaction: a $15 million financing package supporting a 360-unit multifamily development (read about that project here). This example illustrates how C-PACE can directly impact project feasibility, particularly for large housing projects that integrate high-efficiency mechanical systems, solar installations, and resilient building envelopes. These communities' experiences demonstrate that the structure established by Idaho's legislation is highly workable, developer-friendly, and capable of attracting substantial private investment.

IV. ANALYSIS AND POTENTIAL BENEFITS TO SANDPOINT

Economic Development Impacts

C-PACE is fundamentally an economic development mechanism. It supports reinvestment in existing commercial buildings, helps finance redevelopment projects that might otherwise be infeasible, and encourages new construction that meets modern energy and resiliency standards. By offering developers access to long-term, fixed-rate capital, often with terms of 20 to 30 years, C-PACE can fill financial gaps in projects without requiring public subsidies.

For Sandpoint, this tool could be particularly valuable for:

- Upgrading older commercial buildings downtown and along key corridors.
- Supporting new mixed-use and multifamily development, including workforce housing.
- Encouraging incorporation of renewable energy systems such as rooftop solar or battery storage.
- Diversifying and strengthening the tax base by stimulating higher-value construction.

These opportunities align closely with Sandpoint's strategic goals to stimulate private investment, encourage redevelopment, and support a more resilient and sustainable built environment.

Environmental and Community Benefits

Beyond its economic advantages, C-PACE directly supports community goals related to sustainability. Eligible improvements have the potential to reduce energy consumption, lower water use, increase building resiliency, and decrease operating costs for local businesses. These improvements benefit the community by reducing long-term environmental impacts and helping businesses remain competitive.

City Revenue Considerations

The program presents a modest but meaningful revenue opportunity. Under Idaho law, cities may charge a $500 application fee and a servicing fee equal to 1% of the total amount financed, up to a maximum of $50,000 per project. These fees are paid directly from project financing proceeds and can be used to offset staff time dedicated to program administration.

Over time, Sandpoint could use these revenues to support economic development initiatives, developer outreach, grant matching funds, or other activities that promote growth and reinvestment. C-PACE-supported projects also tend to increase assessed property values, which gradually strengthens the City's property tax base.

V. POTENTIAL PROGRAM STRUCTURE FOR SANDPOINT

If Council directs staff to proceed, Sandpoint's program would likely follow models used successfully in Coeur d'Alene, Boise, and Rexburg. The program would apply citywide to eligible commercial, industrial, agricultural, and multifamily properties. Staff would administer the program primarily by reviewing applications for completeness, executing assessment agreements, and recording liens, without engaging in lending or underwriting functions.

Applicants would work directly with private capital providers and would be responsible for securing all necessary technical certifications, including appraisals, engineer verifications, and mortgage holder consent. The financing would be secured through a recorded assessment that is then immediately assigned to the capital provider. Program documents and application procedures could be adapted from the Coeur d'Alene guidebook and tailored to Sandpoint's needs.

VI. FISCAL IMPACT

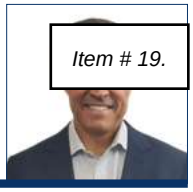
Establishing a program requires minimal upfront effort and no financial commitment from the City. Any staff time necessary to administer the program would be offset by the application and servicing fees collected from participating projects. Over the longer term, C-PACE is expected to support projects that contribute to higher property valuations, enhanced economic activity, and a more resilient local economy—benefits that indirectly increase City revenues.

VII. NEXT STEPS AND COUNCIL ACTION

If Council is interested in advancing this tool, staff can prepare a Resolution of Intent and a draft Sandpoint C-PACE Program Guidebook for consideration at an upcoming meeting. These items would outline program parameters, administrative procedures, and the City's fee structure. The City would then hold a public hearing, as required by state law, before adopting a final resolution establishing the program.

PACE Equity

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Schulz
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C-PACE Financing

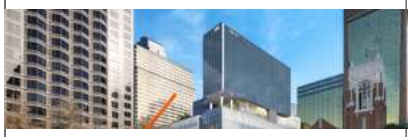
Commercial Property Assessed Clean Energy (C-PACE) is a public/private partnership legislated by the state to provide a financing vehicle for commercial development and renovation projects that decrease utility & water expenses, or include renewable energy or building resiliency measures.

- Long-term (20-30 years) fixed-rate, non-recourse financing priced substantially lower than owner's equity, preferred equity, and mezzanine financing.
- Private capital funding source—no taxpayer money or guarantees provided.
- Assessments "run with the land" so C-PACE is non-recourse to the borrower. It does not accelerate or become due upon the sale of the property. Assessments are prepayable at any time and may automatically transfer upon property sale.
- Our CIRRUS C-PACE program provides a significantly reduced interest rate when you build a more efficient building. Available exclusively from PACE Equity, we'll help you achieve the lower rate with our in-house C-PACE engineering team.

FINANCING PARAMETERS

Property Types:	Multifamily, Senior Housing, Industrial, Hospitality, Retail, Office, Storage.
Eligible Projects:	Renovation, Redevelopment, Refinance, New Construction, Renewable Energy.
Term:	Up to 30 years.
Amortization:	Fully amortized over the term.
Interest Rate:	Fixed rate over the term; spread over 10-year UST.
Capitalized Interest:	No payments during the construction period.
Recourse:	Non-recourse, completion guarantee (on New Construction and major Redevelopment).
Repayment:	Paid through an annual or semi-annual special tax assessment on the property.
Prepayment:	Prepayable at any time subject to step-down prepayment premium. No lockout.
LTV:	Up to 35% of property value.
DSCR:	1.10 – 1.30 @ stabilization.
Funding Time:	Construction, Mid-Construction, Refinance—up to 3 years after completion (local guideline-dependent).

RECAPITALIZATION



Flagged Hotel in Dallas
Funding after Certificate of Occupancy to cover cost overruns.

PACE Equity Funding: $13.9M

REDEVELOPMENT



Multifamily in Illinois
Filled a gap and boosted IRR in a complex capital stack.

PACE Equity Funding: $11.0M

NEW CONSTRUCTION



Development in Las Vegas
Reduced overall financing costs with lower rate CIRRUS financing.

PACE Equity Funding: $40.0M

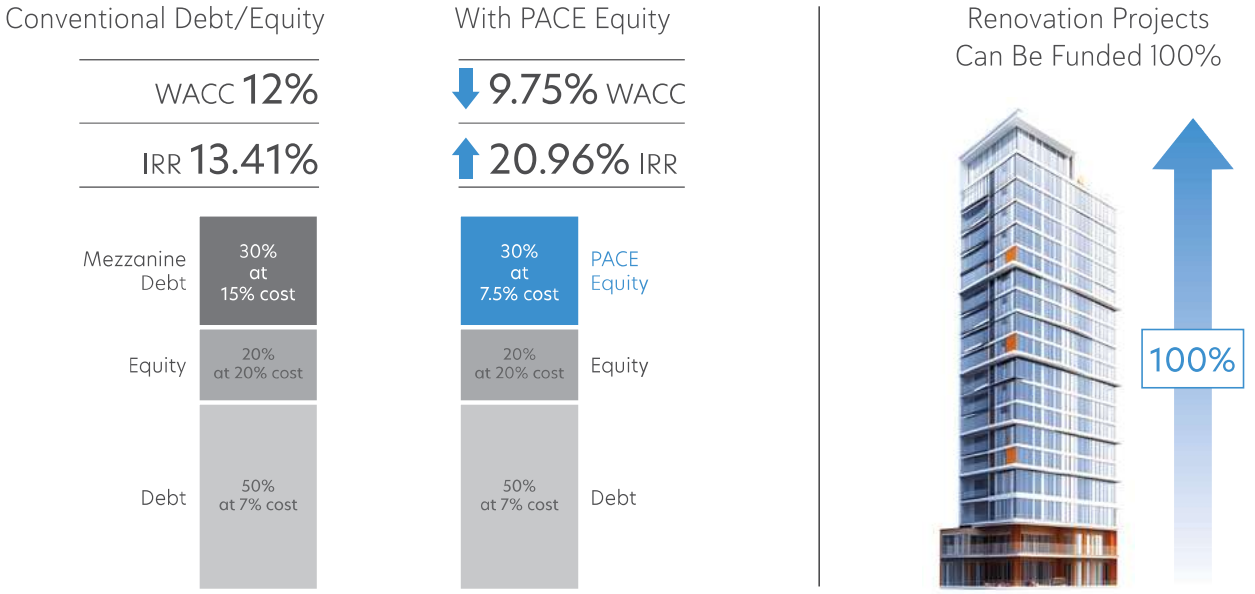
RENOVATION



Senior Living in New York
Funding covered costs to meet local efficiency and carbon requirements.

PACE Equity Funding: $5.0

LOWER CAPITAL COSTS DELIVER IMPROVED IRR & REDUCED WACC



MOST POPULAR ELIGIBLE IMPROVEMENTS

- HVAC equipment & controls
- Indoor & outdoor lighting
- Insulation & envelope
- Roofing
- Water efficiency & plumbing
- Windows
- Renewable energy & energy storage
- EV charging & other efficiency equipment/materials

CUSTOMER SATISFACTION
9.8/10

When everything else was complicated, PACE Equity stood out as easy. They worked with us as we figured out the mechanics of multiple layers of complex financing.

DAVID CRISAFI, Principal, Ceres Enterprise

Moving projects forward

DON SCHULZ
206.618.5365
dschulz@pace-equity.com

PROGRAM GUIDEBOOK:
C-PACE PROGRAM

City of Coeur d'Alene, Idaho

Mayor	Woody McEvers
Council	Dan Gookin
	Amy Evans
	Kiki Miller
	Dan English
	Christie Wood
	Kenny Gabriel
City Administrator	Troy Tymesen
City Finance Director	Katie Ebner
City Attorney	Randall Adams

Table of Contents

I. Introduction 3

II. Definitions 3

III. C-PACE Financing Program Rules 6

A. Establishment of C-PACE Program Boundaries 6

B. Administration of Program; Authorized Officials 6

C. Eligibility Requirements 7

D. Application Process 7

E. Application Documents 9

F. Closing Documents 10

G. Recording 11

H. Financing Requirements and Interest Rates 11

I. Billing, Collection, and Enforcement of C-PACE Liens 12

J. Program Fee 12

K. Term of an Assessment; Calculation of Useful Life of Qualified Improvements 12

L. Written Consent from Mortgage Holder(s) Required 12

M. Provisions for Marketing and Participant Education 12

N. Government Has No Liability or Financial Responsibility 13

O. Amendments and Interpretation 13

IV. Application Check List 14

V. Forms 15

Form 1 - Program Application 16

Form 2 – Assessment Agreement for C-PACE Financing 20

Form 3 – Notice of Assessment and C-PACE Lien 36

Form 4 – Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement 41

Form 5 – Certificate of C-PACE Improvement Completion 45

Form 6 – Mortgage Holder Consent 48

Form 7 – Program Certificate of Compliance 52

Form 8 – Certificate of Qualified Improvements 55

I. Introduction

A. About C-PACE

In 2024, the Idaho Legislature passed Commercial Property Assessed Capital Expenditure enabling legislation, creating a new Chapter 38 in Title 67 of the Idaho Code. This legislation allows local governments to establish C-PACE programs within their respective jurisdictions. A C-PACE Program permits owners of eligible commercial property to seek and obtain long-term financing from private Capital Providers for certain Qualified Improvements, including facilities and equipment to promote energy efficiency, renewable energy, water conservation, and resiliency for qualifying buildings. Improvements made to reduce lead in drinking water are also considered Qualified Improvements. In short, C-PACE programs help developers make buildings more efficient and resilient. Furthermore, a C-PACE Program allows a local government to levy and collect a voluntary assessment to repay the financing of the improvements, and to record a lien on the property to ensure repayment. This approach to financing has been used on thousands of properties in more than 30 states and the District of Columbia.

The City of Coeur d'Alene has created and administers a C-PACE Program pursuant to the C-PACE Act. Under this Program, financing is available in four categories: energy efficiency, renewable energy, water conservation, and resiliency improvements. Improvements that reduce greenhouse gas emissions would qualify, provided that the improvements also fall under one of the aforementioned categories. A C-PACE loan is secured by a first and prior lien on the property and paid back over time, which lien is a junior only to liens for City property taxes or ad valorem taxes. Like other assessments, C-PACE financing is non-accelerating, which means only current or past due payments can be collected, while future payments are the responsibility of the Property Owner at the time. The C-PACE repayment obligation transfers automatically to the next owner if the property is sold. In the event of default, only the payments in arrears are due. This arrangement spreads the cost of qualifying improvements – such as energy-efficient HVAC equipment, upgraded insulation, new windows, or solar installations – over the useful life of the improvements. The City's Program exists under Idaho's C-PACE legislation and the rules established by this Guidebook. No change in the Program or in Idaho's C-PACE legislation will affect a Property Owner's obligations to pay C-PACE assessments incurred under the Program prior to such change.

B. Idaho C-PACE Program Guidebook

This Guidebook sets out the eligibility requirements for C-PACE projects in the City and the process for applying for C-PACE project approval.

II. Definitions

A. "Capital Provider" means a private third-party lender, including its designee, successor, and assigns, that provides or funds C-PACE financing, including refinancing, pursuant to Chapter 38, Title 67, Idaho Code.

B. "City" means the City of Coeur d'Alene and its officials with authority over this Program.

C. "Commercial Property" means:

1. Privately owned commercial, industrial, or agricultural real property; or

2. Privately owned residential real property consisting of five (5) or more dwelling units.

3. Property owned by nonprofit, charitable, or religious organizations; or

4. One (1) or more owner-occupied or rental condominium units affiliated with a hotel.

D. "C-PACE" means Commercial Property Assessed Capital Expenditure.

E. "C-PACE Act" means the Commercial Property Assessed Capital Expenditure Act, codified as Chapter 38, Title 67, Idaho Code.

F. "C-PACE Program" or "Program" means the program established by the City pursuant to the provisions of the C-PACE Act.

G. "Eligible Property" means any privately-owned commercial, agricultural, industrial, or multi-family real property with five (5) or more dwelling units located within the boundaries of the City, including properties owned by nonprofit, charitable, or religious organizations, or one (1) or more owner-occupied or rental condominium units affiliated with a hotel.

H. "Financing" means financing and refinancing for a Qualified Project pursuant to the C-PACE Act.

I. "Financing Agreement" means a contract under which a Property Owner agrees to repay a Capital Provider for the Financing, including but not limited to details of finance charges, fees, debt servicing, accrual of interest and penalties, and terms relating to treatment of prepayment and partial payment, billing, collection, and enforcement of the Financing.

J. "Program Administrator" means the City Treasurer or his or her designee, including a third party outside the City, to administer the Program in conformance with the administration procedures provided by the Program Guidebook.

K. "Program Guidebook" or "Guidebook" means this document which establishes appropriate guidelines, specifications, underwriting and approval criteria, and application forms consistent with the administration of a Program pursuant to the C-PACE Act, including:

1. The form for an assessment contract between the City and the Property

Owner for specifying the terms of assessment under the Program, Financing provided by a third party, and remedies for default or foreclosure;

2. The form for the notice of assessment and C-PACE lien; and

3. The form for a notice of assignment of assessment and C-PACE lien between the City and a Capital Provider.

L. "Project Application" means an application submitted to the Program Administrator to demonstrate that a proposed project qualifies for C-PACE financing and for a C-PACE assessment and lien.

M. "Property Owner" means the legal owner of qualifying Eligible Property, which is the record owner of title to the Eligible Property or the owner of an estate for years created pursuant to a written lease agreement or similar agreement. The Property Owner must be current on any mortgage and property tax payments on the property, and cannot be insolvent or in bankruptcy proceedings. Title to the Eligible Property cannot be in dispute.

N. "Qualified Improvement" means a permanent improvement installed and affixed to Eligible Property and intended to:

1. Decrease energy consumption or demand through the use of efficiency technologies, products, or activities that reduce or support the reduction of energy consumption;

2. Support the production of renewable energy, including through the use of a product, device, or interacting group of products or devices on the customer's side of the meter that provides thermal energy or regulates temperature;

3. Decrease water consumption or demand, increase water conservation and storage, and address safe drinking water through the use of efficiency technologies, products, or activities that reduce or support the reduction of water consumption or increase the storage of water;

4. Allow for the reduction or elimination of lead from water that may be used for drinking or cooking; or

5. Increase water or wastewater resilience, including through storm retrofits, flood mitigation, and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact, and other resilience projects approved by the City.

O. "Qualified Project" means a project approved by the Program Administrator,

involving the installation or modification of a Qualified Improvement, including new construction or the adaptive reuse of Eligible Property with a Qualified Improvement. A Qualified Improvement installed and operational no more than three (3) years prior to the date of application is eligible as a Qualified Project.

P. "Special assessment" means a voluntary assessment imposed by the City on Eligible Property located within the boundaries of the Program.

III. C-PACE Program Rules

This Guidebook establishes the guidelines, eligibility, and approval criteria, and adopts forms for the administration of the Program in accordance with the C-PACE Act. The intent of the Program is to enable financing for Eligible Property owners to make certain Qualified Improvements, including energy efficiency, renewable energy, water conservation, and resiliency improvements as described in the C-PACE Act. Council finds that the Program serves a valid public purpose because it will increase economic development, lower insurance costs, lower disaster and emergency response costs, decrease energy and water costs, and encourage energy and water sustainability.

Qualified Improvements, including all eligible costs that are to be financed as described in a project application approved by the Program, constitute a Qualified Project. Property Owners may receive funding for their Qualified Improvements only from Capital Providers pursuant to a separate Financing Agreement negotiated between the Property Owner and Capital Provider.

A. Establishment of C-PACE Program Boundaries

The City Council adopted Resolution number [_____] on [_____], establishing the C-PACE Program for all Eligible Properties. The Program boundaries are the Coeur d'Alene City limits.

B. Administration of Program; Authorized Officials

The City Treasurer is the Program Administrator, and is designated and authorized to review each Project Application to confirm that it is complete and contains no errors on its face. The City Treasurer may designate another City employee to act as the Program Administrator for a Project or the City Treasurer may designate a private third party, including a Capital Provider, to administer Program as provided by the Program Guidebook. The Program Administrator will execute the Assessment Agreement and C-PACE Lien documents on behalf of the City, and record the Notice of Assessment Interest and C-PACE Lien with the County.

The Program Administrator will:

1. Accept Project Applications from Property Owners and Capital Providers;

2. Review the Project Application to determine conformance with the Project Application Checklist;

3. Approve, conditionally approve, or disapprove the Project Application and communicate the decision to the applicant;

4. Execute the Assessment Agreement, Notice of Assessment Interest, and C-PACE Lien; and

5. Record the Notice of Assessment Interest and C-PACE Lien.

C. Eligibility Requirements

Any Property Owner of Eligible Property may apply for the Program. Qualifying costs that can be C-PACE financed include:

1. Materials and labor necessary for installation or modification of a Qualified Improvement;

2. Permit fees;

3. Inspection fees;

4. Lender fees;

5. Program application and administrative fees;

6. Project development and engineering fees;

7. Interest reserves;

8. Capitalized interest, in an amount determined by the Property Owner and Capital Provider; and

9. Other fees or costs that may be incurred by the Property Owner incidental or ancillary to the installation, modification, or improvement on a specific or pro rata basis, as determined by the City.

D. Application Process

The Program Administrator will review the Project Application (Form 1) for proof of compliance with Idaho Code and Coeur d'Alene Municipal Code requirements that are necessary for the City to approve the application and execute the applicable documents for the proposed C-PACE transaction.

The process of obtaining financing under the Program starts when a Property Owner approaches a Capital Provider. The Capital Provider will work with the Property Owner to collect

a number of diligence items. Once all the items have been received, reviewed, and approved by the Capital Provider, the parties should settle on the loan terms.

The general flow of the C-PACE application process will be as follows:

1. The Property Owner and the Capital Provider prepare the Project Application, consisting of the Project Application Checklist and all supporting documents (described below). Applicants should review the Project Application Checklist accompanying the Project Application to ensure the types of information that the City will rely upon to verify compliance with the C-PACE Act and C-PACE Resolution are present in the completed Project Application.

2. The Program Administrator will have ten (10) business days to review and approve the Project Application. If there are an unusually high number of applications, or if review is delayed because of some force majeure event, the office may notify the applicant that the application review and approval will be delayed by no more than ten (10) additional business days.

    a. The City application review process is confined to confirming that the Project Application is complete, and all attachments conform to these guidelines. ***City approval does not constitute endorsement of any representations that may be made with regard to the operation and any savings associated with the Qualified Improvements.*** The Program Administrator will review the Project Application for proof of compliance with the requirements of the C-PACE Act and C-PACE Ordinance that are necessary for the City to approve the Project Application and execute the applicable documents for the proposed C-PACE transaction.

    b. If the Project Application and supporting documents comply with the Project Application Checklist, the Project Application will be approved, and the approval communicated in writing to the applicant. The Project Application may be conditionally approved if the application is complete but the attachment regarding lender consent is not yet available. Conditional approval will be treated the same as an approval, with exceptions noted below.

    c. Incomplete Project Applications will be returned to the applicant, and the Program Administrator will notify the applicant about which items from the Project Application Checklist were not provided or are insufficient or inaccurate on their face.

3. Upon receipt of approval, the Capital Provider will draft the following "Closing Documents": the Assessment Agreement (Form 2), the Notice of Assessment Interest and C-PACE Lien (Form 3), and the Assignment of

Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement (Form 4). At or before closing, at the request of the applicant, the designated and authorized official will execute Closing Documents. If the Project Application received conditional approval, the Closing Documents executed by the City may not be released from escrow unless and until all lender consents have been received and executed in accordance with the C-PACE Act and C-PACE Ordinance.

4. At closing, the City will record the Assessment Agreement, the Notice of Assessment Interest and C-PACE Lien, and the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement in the Kootenai County Recorder's Office.

5. Upon confirmation of recordation, the Capital Provider will disburse funds in accordance with the Financing Agreement.

6. The Property Owner begins making assessment payments per the Assessment Agreement and in accordance with the Financing Agreement.

7. After project completion, the Property Owner will submit the Certificate of C-PACE Improvements Completion (Form 5) to the City, which provides written verification provided by a licensed professional engineer or engineering firm stating that the qualified project was properly completed and is operating as intended.

E. Application Documents

The Project Application must be submitted with the following documents appended:

1. Project Application Checklist

2. Mortgage Holder Consent (Form 6)

3. Certificate of Compliance for Public Benefits (Form 7), which includes:

    a. Certification that the project provides one or more of the following benefits to the public:

        i. Energy or water resource conservation

        ii. Reduced public health costs or risks

        iii. Reduced public emergency response cost or risk

4. Certificate of Qualified Improvements (Form 8)

a. A licensed Engineer or an authorized representative of a licensed engineering firm will certify the Qualified Improvements as applicable for the existing building or new construction. The certifying individual may hold additional licenses or qualifications demonstrating their qualifications, as listed on the form of Certificate of Qualified Improvements.

5. For Existing Buildings:

a. For Renewable Energy Improvements, Energy Efficiency Improvements, or Water Efficiency Improvements: A statement by the author of the energy analysis that the Qualified Improvements will or did result in either more efficient use or conservation of energy or water, or the addition of renewable sources of energy or water. The energy analysis must be performed by an Idaho licensed engineering firm or engineer.

b. For Resilience Improvements: A statement by the author of the analysis that the Qualified Improvements will or did result in improved water or wastewater resilience, including through storm retrofits, flood mitigation and stormwater management, or increase wind resistance, energy storage, microgrids, or structures, measures or other improvements that reduce land use impact. The analysis must be performed by an Idaho licensed engineering firm or engineer.

6. For New Construction: A certification that the proposed Qualified Improvements will enable the subject property's project to exceed the current building code requirements for energy efficiency, water efficiency, renewable energy, or renewable water. For resilience improvements, a certification that the proposed Qualified Improvements will enable the project to meet or exceed resilience standards for the local government's building codes or, if none are available, compliance with a nationally available and recognized resiliency standard. The certification must be provided by an Idaho licensed engineering firm or engineer.

F. Closing Documents

The Program has adopted the following form Closing Documents, which require the signature of the Program Administrator and shall be part of the closing of any C-PACE transaction. A Property Owner and Capital Provider may adapt the forms to the needs of their particular transaction but must not modify or omit any material substantive terms contained in the forms.

1. Assessment Agreement

2. Notice of Assessment Interest and C-PACE Lien

3. Assignment of Notice of Assessment Interest and C-PACE Lien and Assignment of Assessment Agreement

G. Recording

The City shall:

1. File a written notice of assessment and C-PACE lien with the County Recorder. The notice shall contain:
   a. The amount of the assessment;
   b. The legal description of the property;
   c. The name of each property owner;
   d. A copy of the written assessment contract; and
   e. A reference to this chapter authorizing the placement of the assessment and C-PACE lien on the property.

2. File and record each C-PACE lien with the County Recorder. The recording shall contain:

   a. The legal description of the property;
   b. The name of each property owner;
   c. The date on which the lien was created;
   d. The principal amount of the lien; and
   e. The term of the lien.
3. Record the executed assignment of the assessment agreement, notice of assignment of assessment, and C-PACE lien.
4. The City may delegate the recording responsibilities set forth in this section to the Capital Provider receiving the assignment. If billing, collection, and enforcement are delegated to the capital provider, a copy of the assignment and delegation shall also be recorded with the County Recorder.

H. Financing Requirements and Interest Rates

Under the C-PACE Act, the amount of the assessment plus any existing indebtedness on the property cannot exceed ninety percent (90%) of the fair market value of the property as determined by a qualified appraiser. In addition, the amount of the assessment in the case of new construction cannot exceed thirty-five percent (35%) of the fair market value of the property as completed or as stabilized, and, in the case of a retrofit of existing property, cannot exceed twenty-five percent (25%) of the fair market value of the property as completed or as stabilized, all as determined by a qualified appraiser. The determination of fair market value will be established by a qualified appraisal completed no more than twelve (12) months prior to the time of application.

Interest rates are negotiated in a Financing Agreement between the Property Owner and the Capital Provider. The City has no role in reviewing, setting, or opining on such interest rates or other aspects of the Financing Agreement. Market forces – such as competition, the intended

use of the property, potential risk –will affect the terms negotiated by the Property Owners and Capital Providers.

I. Billing, Collection, and Enforcement of C-PACE Liens

Billing, collection and enforcement of C-PACE Liens and financing installment payments will be the responsibility of the Capital Provider. The Capital Provider will enforce the C-PACE Lien in the same manner as a deed of trust. In accordance with Chapter 15, Title 45, Idaho Code, delinquent installments of the assessment incur interest and penalties as specified in the financing agreement between the Property Owner and Capital Provider. In an enforcement action, assessments not yet due shall not be accelerated or eliminated by foreclosure of the past due amount of the lien.

J. Program Fee

To make the costs of administering the C-PACE Program cost-neutral, the City will collect a servicing fee equal to one percent (1%) of the total amount financed by the Property Owner, not to exceed fifty thousand and no/100 dollars ($50,000.00). This fee is due at the time of disbursement of funds by the Capital Provider, or any portion thereof. An application fee of five hundred and no/100 dollars ($500.00) will be paid with submission of the Program Application.

K. Term of an Assessment

The maximum term of an assessment may not exceed the useful life of the Qualified Improvement or weighted average useful life if more than one Qualified Improvement is included in the Qualified Project.

L. Written Consent from Mortgage Holder(s) Required

Before entering into an Assessment Agreement with the City, the Property Owner must obtain and furnish to the City the written consent to the placement of the assessment and C-PACE Lien from any holder of a mortgage or a deed of trust on the property.

M. Provisions for Marketing and Participant Education

This Guidebook will be made available to the public on the City's website. It is determined that there is no need for marketing and participant education at this time. It is presumed that Property Owners and Capital Providers understand the principles and processes associated with C-PACE financing and will look to the Guidebook for understanding and clarification of the Program.

N. Government Has No Liability or Financial Responsibility

The City, its governing bodies, executives, or employees are not personally liable as a result of exercising any rights or responsibilities granted under this Program. The City shall not pledge,

offer, or encumber its full faith and credit for any lien amount through a C-PACE program. No public funds may be used to fund or repay any C-PACE financing obligation between a capital provider and property owner.

O. Amendments and Interpretation

This Guidebook is intended to establish the general rules and procedures applicable to the Program. The Program Administrator is authorized to make such minor amendments to the rules and procedures as may be required. A minor amendment is one which is fully consistent with the purposes of the Program, as expressed by State law and this Guidebook, and which does not substantially impact a Property Owner, an applicant, or the City financially or impair a property right protected by law. Any major amendments must be presented to City Council for approval.

The Program Administrator is further authorized to interpret the rules and procedures set forth in this Guidebook if it becomes evident that any provision of the Guidebook is reasonably capable of being understood in more than one sense. In making such interpretation, the Program Administrator shall consider the intent, purposes, and plain language of the Guidebook, in light of State law. No provision of the Guidebook should be interpreted so as to render any other provision superfluous or ineffective.

APPLICATION/CLOSING CHECK LIST

The Application/Closing Checklist is offered to the applicant as a means of checking the C-PACE Program Application to ensure that a complete Application is submitted, free from omissions and errors that could possibly lead to rejection of the Application. Check off in section I when completed and submit with the Application. Submission of a complete Application is solely the responsibility of the applicant. Check off in section II when completed and submit at the time of Closing. Completion of this form does not relieve the applicant of the responsibility for providing all documents needed for the Application and Closing.

I. Application (documents needed for approval of Application):

☐ 1. Are all blank spaces filled out on C-PACE Program Application?

☐ 2. Is the Mortgage Holder Consent form completed and attached for each mortgagee or beneficiary of a deed of trust?

☐ 3. Is the C-PACE Program Certificate of Compliance – Public Benefits attached?

☐ 4. Is the Certificate of Qualified Improvement attached?

☐ 5. Are authorized signatures properly affixed to the Application?

II. Closing (documents needed before Closing):

☐ 6. Is the Assessment Agreement completed and signed, with all required attachments?

☐ 7. Is the Notice of Assessment and C-PACE Lien completed and signed, with all the required attachments?

☐ 8. Is the Assignment of Notice of Assessment and C-PACE Lien and Assignment of Assessment Agreement completed and ready for the City's signature?

☐ 9. Is all information which is necessary for Recording provided (*see* Program Guidebook at page 11)?

FORMS

PROGRAM APPLICATION
FORM 1

City of Coeur d'Alene
Finance Department
710 E. Mullan Ave.
Coeur d'Alene, ID 83814
(208) 769-2284
kebner@cdaid.org

For office use only

Application Fee: $500.00
Servicing Fee: $_____
Date Paid: _____

Approved by: _____
Date of Approval: _____

C-PACE PROGRAM APPLICATION

All blanks must be filled in. If the requested information does not apply, indicate "Does Not Apply" or "N/A."

Property Owner Name:	
Mailing Address:	
Physical Address:	
Telephone Number:	Email:
Tax ID Number (EIN or SSN):	

Project Name:	
Address of Project:	
Legal Description:	
Assessed Value and Date of Assessment:	Appraised Value and Date of Appraisal:
Building Size:	Year Built (if applicable):
Project Type (e.g. commercial, multi-family):	
Total Amount Financed:	

Capital Provider:	
Contact person:	
Mailing Address:	
Telephone Number:	Email:

Project Narrative (*Briefly describe the overall project. Use additional sheets if necessary*.):

Project Details (*Describe the proposed Qualified Improvements applicable to the C-PACE Program, e.g., improvements that promote or support energy efficiency, renewable energy, water conservation, reduction or elimination of lead from water, water or wastewater resilience, etc. If the application if for improvements installed within the last three (3) years, include the date of installation of each improvement. Use additional sheets if necessary*):

Please answer the following questions. You must answer "no" to each question to qualify for the C-PACE Program.

	Yes	No
Is any mortgage or deed of trust payment past due?		
Are any property tax assessments past due?		
Is the property owner insolvent?		
Is the property owner currently in bankruptcy proceedings?		
Is the total debt secured by the property, including any C-PACE assessment, in excess of 90% of the fair market value of the property as complete or stabilized?		
For new construction, will the C-PACE assessment exceed 35% of the fair market value of the property as complete or stabilized?		
For a retrofit of existing property, will the C-PACE assessment exceed 25% of the fair market value of the property as complete or stabilized?		
Was the appraisal setting the fair market value of the property (by a qualified appraiser) completed more than 12 months before the date of this application?		
Does the period of the proposed special assessment exceed the weighted average of the useful life of the qualified project that is the basis for the assessment?		
Will the voluntary assessment under the C-PACE program constitute an event of default under any current mortgage or deed of trust on the property?		

The property owner must submit the following with this application:

1. For an existing building, an energy analysis by a licensed engineering firm or engineer, which includes a statement that the improvements will result in more efficient use or conservation of energy or water or the addition of renewable sources of energy or water, OR that the improvements will result in improved resilience.

2. For new construction, a written certification by a licensed engineering firm or engineer, which includes a statement that the improvements will enable the project to exceed building code requirements for energy efficiency, water efficiency, renewable energy, and/or renewable water, or meet or exceed resilience standards in the City's building code or, if none, a nationally available and recognized resiliency standard.

3. A copy of the appraisal for the property.

4. A written statement from an authorized officer of each holder of a mortgage or deed of trust consenting to the assessment and indicating that the assessment does not constitute an event of default under the mortgage or deed of trust.

5. A written certification by the Capital Provider that the property owner and project meet the requirements of the C-PACE Act and Program Guidebook, and qualify for financing under this Program.

ASSESSMENT AGREEMENT FOR C-PACE FINANCING FORM 2

ASSESSMENT AGREEMENT FOR C-PACE FINANCING

This ASSESSMENT AGREEMENT for C-PACE FINANCING (the "Agreement") is made and entered into as of this ___ day of _____, 20__, (the "Effective Date") by and between the City of Coeur d'Alene, Kootenai County, Idaho, a municipal corporation organized and existing under the laws of the state of Idaho, (the "City") and _____, the record owner(s) (the "Property Owner") of the real property described in Exhibit "A" (the "Property").

RECITALS

WHEREAS, the City, on November 5, 2024, established the Commercial Property Assessed Capital Expenditure Program (the "Program") through the adoption of Resolution No. 24-__ ("C-PACE Resolution") to allow the financing of certain renewable energy, energy and water efficiency, and resiliency improvements ("Qualified Improvements"), through the levy of contractual assessments pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") (as may be amended from time to time); and

WHEREAS, the City has designated the City Treasurer as the Program Administrator; and

WHEREAS, the purpose and method of approval of C-PACE financing under the Program are described in the Program Guidebook (the "Program Guidebook"), as the same may be amended from time to time prior to the Effective Date of this Agreement; and

WHEREAS, the City has consented to the participation in the Program by owners of eligible properties within the boundaries of the City; and

WHEREAS, the Property Owner's Property is an eligible property within the boundaries of the City; and

WHEREAS, the Property Owner has submitted application materials (the "C-PACE Application") including a description of the Qualified Improvements that will be acquired, constructed on and/or installed on the Property; and

WHEREAS, the City, through its Program Administrator, has reviewed the C-PACE Application of the Property Owner to assess compliance with the Act, the C-PACE Resolution, and Program Guidebook, and the City has determined that the project proposed by the Property Owner complies with such criteria and is approved for participation in the Program (the "Approved Project"); and

WHEREAS, the Approved Project is to be financed pursuant to a financing agreement (the "Financing Agreement") between the Property Owner and _____ (the "Capital Provider") pursuant to which the Property Owner agrees to repay such Capital Provider; and

WHEREAS, pursuant to the Act, the City and the Property Owner must enter into an agreement whereby the Property Owner voluntarily consents to have an assessment levied and a

lien placed on the Property in exchange for receiving and repaying C-PACE financing; and

WHEREAS, it is a condition to closing of the Financing Agreement that the Property Owner and the City enter into this Agreement; and

WHEREAS, the Property Owner voluntarily and willingly agrees to have an assessment levied on the Property and to enter into this Agreement in order to finance the installation of the Qualified Improvements on the Property contemplated as part of the Approved Project, all on the terms set forth in this Agreement and the Financing Agreement.

NOW, THEREFORE, in consideration of the covenants and agreements hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Property Owner and the City enter into an Agreement as follows, with the intent to bind themselves and their respective successors and assigns.

Section 1. Purpose. The Property Owner and the City are entering into this Agreement for the purpose of subjecting the Property to a C-PACE assessment to finance or refinance the purchase, installation, or construction of the Qualified Improvements identified in Exhibit "B" on the Property.

Section 2. The Property. This Agreement relates to the real property identified in Exhibit "A." The Property Owner has supplied to the City current evidence of his/her/their/its fee ownership or an estate for years created pursuant to a written lease agreement or similar agreement in the Property, and possesses all legal authority necessary to execute and deliver this Agreement.

Section 3. Assessment and Lien.

a. The Property Owner agrees that upon the execution and delivery of this Agreement by the parties, the Property Owner voluntarily and willingly consents to the placement of an assessment levied against the Property by the City pursuant to this Agreement and applicable law in the principal amount of $_____ (the "Assessment"), together with all interest, penalties, and fees as described in the Financing Agreement, Exhibit "C" attached hereto, and in the Assessment Schedule, Exhibit "D" attached hereto. Upon execution and delivery of this Agreement, the City will execute and cause to be recorded in the Kootenai County Recorder's Office, together with a copy of this Agreement, pursuant to Idaho Code § 67-3808(3), the Notice of Assessment Interest and C-PACE Lien ("Notice of Assessment"), substantially in the form of Exhibit "E." The recording of the Notice of Assessment will cause the Assessment to attach as a lien upon the Property for the benefit of the City and provide record notice to third parties of the existence of the lien.

b. The execution and delivery of this Agreement by the parties authorizes and effectuates the levy of the Assessment by the City against the Property without any further action required by the parties.

c. The Property Owner hereby promises to pay the Assessment over a period of ____ years on the due dates set forth in Exhibits "C" and "D" hereto. The Property Owner agrees

to pay the amount due in installments according to the Assessment schedule, each such installment to be paid by the Property Owner by its due date in order to avoid delinquencies and the accrual of interest and related penalties.

d. The Assessment shall be secured by the lien until paid in full. Failure to pay any installment, like failure to pay any property taxes pertaining to the Property, will result in penalties and interest accruing on the amounts due on the terms and provisions set forth in the Financing Agreement. In addition, under those circumstances, the lien may be subject to foreclosure in the manner of a deed of trust as set forth in Title 45, Chapter 15, Idaho Code.

e. The Property Owner hereby certifies to the City that:

(1) the Property Owner is the legal owner of the Property;

(2) the Property Owner is current on mortgage and property tax payments related to the Property;

(3) the Property Owner is not insolvent or in bankruptcy proceedings;

(4) title of the Property is not in dispute;

(5) the amount of the Assessment plus any other existing indebtedness on the property does not exceed ninety percent (90%) of the fair market value of the Property as completed or stabilized, as determined by a qualified appraiser in an appraisal report completed no more than twelve (12) months prior to the date on which the application was submitted; and

(6) if the Project constitutes a retrofit of existing property, the amount of the Assessment does not exceed twenty-five percent (25%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted; and

(7) if the Project constitutes new construction, the amount of the Assessment does not exceed thirty-five percent (35%) of the fair market value of the Property as completed or as stabilized, as determined by a qualified appraiser in an appraisal report completed not more than twelve (12) months prior to the date on which the application was submitted.

Section 4. Collection of Assessment; Assignment of Rights; Private Foreclosure.

a. The Assessment installments shall be collected in the manner specified in the Program Guidebook.

b. The City hereby irrevocably assigns its right to receive all installments of the Assessment required to be paid by the Property Owner pursuant to this Agreement, whether in accordance with the Assessment schedule or upon prepayment of the Assessment in whole or in part in, and any and all sums collected pursuant to foreclosure and enforcement, together with all payments of interest due and payable, including penalty interest if delinquent, to the Capital Provider, its successors or assigns. The parties hereby acknowledge and agree that in the event an Assessment installment is not received by the due date as indicated in the Assessment schedule, the Capital Provider may enforce the lien as provided in the Act, in the same manner as that of a deed of trust, pursuant to Title 45, Chapter 15, Idaho Code, irrespective of whether real property taxes (or any other taxes, charges, or assessments) are due and owing at the time.

Section 5. Term; Agreement Runs with the Land.

a. Except as may otherwise be set forth in this Agreement, this Agreement shall terminate upon the final payment or prepayment of the Assessment. Following such termination, the City at the direction of the Credit Provider shall cause to be executed, delivered, and/or recorded such instruments as are necessary in order to release the lien. The lien placed pursuant to this Agreement establishes rights and obligations that are for the benefit of the Property and, therefore, such rights and obligations run with the land.

b. The balance of the lien that has not yet become due is not accelerated or eliminated by a tax sale based upon the lien or any lien for taxes imposed by the state, a local government, or junior taxing district against the Property, or any other foreclosure of an indebtedness on the Property.

c. While any portion of the Assessment remains unpaid, the Property shall not be subdivided without the Capital Provider's prior written consent. In the event the Property is subdivided while any portion of the Assessment remains unpaid, the Assessment will be assigned to each of the newly created parcels on the basis of relative valuation at the time of the subdivision, unless the Financing Agreement provides that the Assessment should be allocated in an alternate manner.

d. The Property Owner hereby acknowledges and agrees that this Agreement constitutes written notice that the Property Owner may be responsible for the payment of any remaining principal balance of the Assessment upon the refinance or sale of the Property unless the remaining principal balance is assumed by the acquiring property owner.

Section 6. Assignment of Assessment Billing, and Collection to Capital Provider. In accordance with Idaho Code § 67-3808(4):

a. The City shall, pursuant to an Assignment of Notice of Assessment Interest and lien and Assignment of Assessment Agreement ("Notice of Assignment"), delegate to the Capital Provider the sole responsibility for billing, collecting and enforcing the Assessment and the lien.

b. Delinquencies Private Foreclosure. After one (1) year from the date of any delinquency related to the Assessment, the Capital Provider shall enforce any delinquent Assessment installment as provided in the Act, in the same manner as a deed of trust, provided that any sale proceeds in excess of the amount of the overdue Assessment installment and related penalties and interest will be distributed by the Capital Provider in accordance with applicable law governing distribution of proceeds following the foreclosure of a deed of trust.

Section 7. Recordation of Documents. The City shall cause to be recorded, or will delegate to the Capital Provider to record, in the Kootenai County Recorder's Office the Notice of Assessment, which includes this Agreement as an attachment, the Notice of Assignment, and such other documents that are attached as Exhibits to this Agreement.

Section 8. Amendment.

a. This Agreement may be modified only by the written agreement of the City and the Property Owner, or any successor or assign of the parties.

b. The Property Owner agrees, from time to time, to execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required in order to carry out the expressed intention of this Agreement.

Section 9. Binding Effect; Assignment. This Agreement inures to the benefit of and is binding upon the City, the Property Owner, and their respective successors and assigns; Provided, however, that the City may not assign its rights and obligations under this Agreement without the prior written consent of the Capital Provider. The obligation to pay the Assessment set forth in this Agreement is an obligation of the Property and no agreement or action of the Property Owner (other than repayment of the Assessment in full in accordance with the terms of the Financing Agreement) will impair in any way the right to pursue a foreclosure with respect to the lien or the right to enforce the collection of the Assessment or any Assessment installment against the Property.

Section 10. No Liability of the City. Pursuant to the Act, so long as the City complies in good faith with the Act, the C-PACE Resolution, and its obligations under this Agreement, the City shall incur no liability as a result of any provision of this Agreement, nor shall any members of the governing body, employees, and officers of the City be personally liable for exercising any rights or responsibilities pursuant to or in furtherance of this Agreement. This provision shall inure only to the City, its governing body, employees, and officers, and not to the benefit of the City's successors or assigns of this Agreement.

Section 11. Indemnification. The Property Owner agrees to defend, indemnify, and hold the City, its governing body, employees, agents, and contractors harmless from any and all claims, including but not limited to reasonable attorney fees, demands, losses and liabilities to or by third parties arising from, resulting from, or connected with this Agreement, the Approved Project, the Assessment, and the lien. The Property Owner's duty to indemnify the City shall not apply to liability for damages to the extent caused by or resulting from the sole or contributory negligence or willful misconduct of the City, its governing body, employees, agents, or contractors. The

Property Owner agrees to defend, indemnify and hold the Capital Provider, its directors, officers, employees, agents, and representatives harmless hereunder in the same manner provided in the Financing Agreement.

Section 12. Governing Law; Venue. This Agreement is governed by and shall be construed in accordance with the laws of the state of Idaho. Any legal action brought under this Agreement must be instituted in the District Court of the State of Idaho, in and for the County of Kootenai.

Section 13. Severability. Each and every provision of this Agreement is, and shall be construed to be, a separate and independent covenant and agreement. If any term or provision of this Agreement or the application thereof shall to any extent be held to be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to circumstances other than those to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and shall be enforced to the extent permitted by law.

Section 14. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument.

IN WITNESS WHEREOF, the City of Coeur d'Alene and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE:

By: _____
Woody McEvers, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

PROPERTY OWNER:

By:_____
Its:_____

CITY'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

PROPERTY OWNER'S ACKNOWLEDGEMENT

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

EXHIBIT A

PROPERTY LEGAL DESCRIPTION

[To be inserted]

EXHIBIT B

LIST OF QUALIFIED IMPROVEMENTS

[To be inserted]

EXHIBIT C

FINANCING AGREEMENT

[to be inserted]

EXHIBIT D

ASSESSMENT SCHEDULE

Period	Bill date	Delinquent After Date	Payment	Interest	Principal	Principal Remaining	Annual Collection Costs**	**Total Payment Due**
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

EXHIBIT E

NOTICE OF ASSESSMENT INTEREST and C-PACE LIEN

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	**City of Coeur d'Alene, Idaho**
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBITS C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

NOTICE OF ASSESSMENT AND C-PACE LIEN FORM 3

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

NOTICE OF ASSESSMENT AND C-PACE LIEN

(GRANTEE) CITY OF COEUR D'ALENE, IDAHO

(GRANTOR) _____

Notice is hereby given that the City of Coeur d'Alene, Idaho, at the request of the Property Owner(s) named below, is placing a C-PACE Lien pursuant to Idaho Code § 67-3810 on the described Property. In support of this lien the following information is submitted:

1. THE ASSESSMENT LIEN GRANTEE	City of Coeur d'Alene
2. DATE ON WHICH THE ASSESSMENT AGREEMENT WAS SIGNED GRANTING THE RIGHT TO PLACE AN ASSESSMENT AND C-PACE LIEN ON THE PROPERTY	
3. THE PROPERTY OWNER(s) GRANTING THE PLACEMENT OF THE ASSESSMENT AND C-PACE LIEN	
4. THE PROPERTY AGAINST WHICH THE ASSESSMENT AND C-PACE LIEN IS PLACED IS LOCATED AT THE FOLLOWING MUNICIPAL ADDRESS:	
5. LEGAL DESCRIPTION OF THE PROPERTY IS AS FOLLOWS	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
6. ASSESSOR'S PARCEL NUMBER OF THE PROPERTY	
7. PRINCIPAL AMOUNT OF ASSESSMENT SECURED BY C-PACE LIEN	

8. TERMS AND LENGTH OF ASSESSMENT SECURED BY C-PACE LIEN	SEE EXHIBIT C AND D TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO
9. COPY OF ASSESSMENT AGREEMENT	SEE EXHIBIT A TO THE ASSESSMENT AGREEMENT, ATTACHED HERETO

IN WITNESS WHEREOF, Grantee and Grantor have caused this Notice of Assessment Interest and C-PACE Lien to be executed in their respective names by their duly authorized representatives, all as of the date first above written.

CITY OF COEUR D'ALENE

By:_____
_____, Mayor

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

GRANTOR:
[PROPERTY OWNER]

By:_____
_____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

ASSESSMENT AGREEMENT

[see attached]

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT FORM 4

INSTRUMENT PREPARED BY AND
WHEN RECORDED, RETURN TO:

CITY OF COEUR D'ALENE, IDAHO
710 E. Mullan Ave.
Coeur d'Alene, ID 83814

ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT

This ASSIGNMENT OF NOTICE OF ASSESSMENT AND C-PACE LIEN AND ASSIGNMENT OF ASSESSMENT AGREEMENT (the "Assignment") is dated the ____ day of _____, 20__ by **the CITY OF COEUR D'ALENE, KOOTENAI COUNTY, IDAHO**, a municipal corporation organized and existing by virtue of the laws of the state of Idaho, (the "Assignor") to _____, a _____ corporation, (the "Assignee").

For value received, Assignor hereby grants, assigns and transfers to Assignee, without recourse or warranty of any kind, express or implied, all of Assignor's rights in, title to, and interest under, that certain Notice of Assessment and C-PACE Lien, dated as of [_____], 20__, by [_____] ("Property Owner") and Assignor, recorded on [_____], 20__ as Instrument No. _____ in the office of the Kootenai County Recorder, State of Idaho (the "Notice of Assessment Interest"), and the Assessment Agreement dated as of [_____], 20__ (the "Assessment Agreement"), among Property Owner, Assignee and Assignor and attached to such Notice of Assessment Interest, together with the obligations secured by the C-PACE Lien (as such term is as defined in the Assessment Agreement) and all other instruments, documents and certificates executed in connection therewith. Assignee hereby accepts all of Assignor's rights in, title to, and interest under the Assessment Agreement, the Notice of Assessment Interest and the C-PACE Lien, together with the obligations secured by the C-PACE Lien and all other instruments, documents and certificates executed in connection therewith.

Consistent with Idaho Code § 67-3808(4), by accepting this Assignment, Assignee agrees for the benefit of Assignor that Assignee shall be solely responsible for the billing and collection of the Assessment and for enforcing the obligation of Property Owner to pay the Assessment described in the Assessment Agreement, including pursuing a foreclosure of the C-PACE Lien in accordance with Chapter 15 of Title 45, Idaho Code. Assignor shall have no obligation to pursue such foreclosure on behalf of Assignee, or to otherwise participate in such foreclosure, except to the extent that any action on the part of Assignor or any official of Assignor is required in order to allow Assignee to prosecute or effectuate the foreclosure under Chapter 15 of Title 45, Idaho Code, or to ratify or confirm any action of Assignee taken in furtherance of the foregoing. The Assignee may assign any or all of its rights under the Assessment Agreement without the consent of Assignor or the Property Owner, provided that the Assignee provides notice of the assignment to the Assignor and the Property Owner.

IN WITNESS WHEREOF, Assignor has executed this Assignment as of the day and year first above written.

CITY OF COEUR D'ALENE

By:_____
Name: _____
Title: Mayor

ATTEST:

_____
Renata McLeod, City Clerk

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared Woody McEvers and Renata McLeod, known to me to be the Mayor and City Clerk of the City of Coeur d'Alene, who executed the foregoing instrument and acknowledged to me that they executed the same with the authority of and on behalf of the City of Coeur d'Alene.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for Idaho
Residing at _____
My Commission expires: _____

[CAPITAL PROVIDER]

By:_____
Name: _____
Title: _____

STATE OF IDAHO)
) ss.
County of Kootenai)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION FORM 5

CERTIFICATE OF C-PACE IMPROVEMENTS COMPLETION

Property Owner:

Property Address: _____

C-PACE application approval date:

C-PACE financing closing date: _____

I am an authorized representative of the Property Owner listed above and hereby certify that the Project under the above-approved C-PACE Application, attached as Exhibit "A" hereto, has been properly completed and all improvements are operating as intended.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

EXHIBIT A

C-PACE APPLICATION

[See attached]

MORTGAGE HOLDER CONSENT
FORM 6

MORTGAGE HOLDER CONSENT

Date: _____

Mortgage Holder:
BANK NAME: _____
BANK ADDRESS: _____
BANK CITY, STATE, ZIP: _____
PHONE NUMBER: _____
Loan Number(s): _____

Property Owner and Mailing Address:
OWNER NAME: _____
OWNER ADDRESS: _____
OWNER CITY, STATE, ZIP: _____

Property (as more particularly described in the attached Exhibit A):
PROPERTY ADDRESS: _____
PROPERTY CITY, STATE, ZIP: _____

Recording Information: [Date] and [Book] and [Page] or [Document No.]

This is a Mortgage Holder Consent ("Consent") by the undersigned entity (the "Mortgage Holder") with respect to the above-referenced loan(s) (the "Loan") secured by the Property.

The Property Owner intends to finance the installation of eligible improvements in an amount of up to $[_____] through the levy of a contractual assessment (the "Assessment") pursuant to the Commercial Property Assessed Capital Expenditure Act, Title 67, Chapter 38, Idaho Code, (the "Act") in order to reduce energy consumption, to reduce water consumption, to increase resiliency, or to install renewable energy systems on the Property by participating in the commercial property assessed capital expenditure ("C-PACE") program ("Program") authorized by the City of Coeur d'Alene in which the Property is located pursuant to the Act. Pursuant to the Program, the Property Owner agrees to the levying of the Assessment against the Property that will be collected in installments. In no circumstances will the amount owing on the assessment be accelerated on account of a payment default or for any other reason, but rather any proceeding to enforce the Assessment shall be limited to the collection of the amount then currently due with respect to the Assessment, including past-due interest, past-due fees, and costs of collection as permitted under the Act, state tax code, and contracts with local government governing the Program.

By signing below, Mortgage Holder hereby: (i) acknowledges and consents to the Assessment in the amount set forth above; (ii) agrees that the Assessment will not constitute an event of default or trigger the exercise of any remedies under the loan documents between Mortgage Holder and Property Owner, and (iii) acknowledges that this Consent is being relied on by all parties participating in, lending in or administering the Program.

The undersigned hereby represents that he/she is an officer authorized to execute and deliver this Consent on behalf of Mortgage Holder.

[MORTGAGE HOLDER]:

By _____(SEAL)
Name _____
Title _____

STATE OF _____)
) ss.
County of _____)

On this ____ day of _____, 20__, before me, a Notary Public, personally appeared _____, known to me to be the person who executed the foregoing instrument and acknowledged to me that he executed the same with the authority of and on behalf of _____.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

_____
Notary Public for _____
Residing at _____
My Commission expires: _____

EXHIBIT A

LEGAL DESCRIPTION

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits
FORM 7

C-PACE PROGRAM
CERTIFICATE OF COMPLIANCE
Public Benefits

I, the undersigned, have reviewed the Project and hereby certify the following information with respect to the proposed Qualified Improvements described in the project proposal (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model):

Please describe: _____

_____

_____

_____ (Use additional sheets if necessary.)

I CERTIFY THAT THE PROPOSED QUALIFIED IMPROVEMENTS PROVIDE THE FOLLOWING BENEFITS TO THE PUBLIC FOR THE FOLLOWING REASONS *(please check all that apply; use additional sheets if necessary)***:**

____ Energy or water resource conservation
Please describe:_____

____ Reduced public health costs or risk
Please describe:_____

____ Reduced public emergency response cost or risk
Please describe:_____

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

CERTIFICATE OF QUALIFIED IMPROVEMENTS FORM 8

CERTIFICATE OF QUALIFIED IMPROVEMENTS
Energy, Water, Renewable Energy, Resilience

I, the undersigned, hereby certify the following facts with respect to the proposed Qualified Improvements described in the project proposal:

1. I am either a licensed Professional Engineer or an authorized representative of a licensed engineering firm, whose registration number and stamp are shown below.

2. If applicable: I am accredited by or belong to a firm with an accreditation from (*please denote with an "X" or checkmark, and attach verification of professional accreditation*):

☐ Building Energy Assessment Professional (BEAP)
☐ Building Energy Modeling Professional (BEMP)
☐ Certified Building Energy Assessment Professional (BEAP) (offered by ASHRAE)
☐ Certified Energy Auditor (CEA) (offered by Association of Energy Engineers [AEE])
☐ Certified Energy Manager (CEM) (offered by AEE)
☐ Certified FORTIFIED Commercial™ Evaluator (offered by IBHS)
☐ Certified GeoExchange Designer (CGD)
☐ Certified High-Performance Building Design Professional (HBDP) (offered by ASHRAE)
☐ Certified Measurement and Verification Professional (CMVP) (offered by AEE and EfficiencyValuation Organization)
☐ Investor Confidence Project (ICP) Quality Assurance Assessor
☐ Investor Confidence Project (ICP) Project Developer
☐ LEED Accredited Professional
☐ Licensed Architect
☐ Water Quality Association Professional Certification
☐ North American Board of Certified Energy Practitioners (NABCEP) (*for solar PV only, a design specialist certification is acceptable*)

3. The application is for:
☐ an existing building
☐ new construction

4. Please describe your relationship to the project:
   ____ I am employed by the project applicant in my professional capacity
   ____ I am a contracted independent third-party reviewer

5. I reviewed the following information regarding the project (e.g., equipment specifications; design drawings/modeling; permit applications; an ASHRAE Level 1 assessment/energy assessment; an ASHRAE Level 2 full building model)
   Please describe:_____

6. The project proposal includes "Qualified Improvements", as defined in Section 67-3803(11) of the Commercial Property Assessed Capital Expenditure Act, Chapter 38 of Title 67, Idaho Code and the Program Guidebook, and the estimated useful life of each Qualified Improvement (*please attach*).

7. The Qualified Improvements will be permanently affixed to the property.

FOR AN EXISTING BUILDING

I CERTIFY *(please check all that apply)***:**

☐ I am the author of the energy analysis (*please attach*). The proposed Qualified Improvements will result in either the more efficient use or conservation of energy or water or the addition of renewable sources of energy or water.

☐ The Qualified Improvements will result in (a) improved water or wastewater resilience, which may include, without limitation, flood mitigation, stormwater management and storm retrofits, or (b) increased wind resistance, energy storage, microgrids, or structures, measures, or other improvements that reduce land use impact.
If other, please specify:
_____

FOR NEW CONSTRUCTION

I CERTIFY:

☐ The proposed Qualified Improvements will enable the subject property's project to exceed the energy efficiency, water efficiency, renewable energy or renewable water requirements of the jurisdiction's current building code, or meet or exceed the resilience standards of the jurisdiction's current building code or, if none is available, a nationally available and recognized resiliency standard.

Signature: _____

NAME:

Business name:

Business address:

Business contact email:

Business contact phone:

IF APPLICABLE
License No. _____

Stamp: _____

ATTACHMENTS

(*Please denote using an "X" or checkmark, and attach to this Certificate of Compliance*)
☐ verification of accreditation (*if applicable*):

_____

☐ project proposal with list of estimated useful life of Qualified Improvements

☐ energy analysis (*if applicable*)

☐ other (*please specify*):
_____

☐ other (*please specify*):
_____

C-PACE Program Benefits for Idaho Cities & Counties

The following is intended to be a brief summary of the Idaho C-PACE Program. For specific details on the Idaho C-PACE Act please see the attached House Bill No. 624.

What is C-PACE?

Commercial Property Assessed Capital Expenditure (C-PACE) is a program that allows owners of eligible commercial property to obtain long-term, low-interest rate financing from private capital providers for certain qualified projects. Eligible properties may include any privately-owned commercial, industrial, agricultural, or multi-family (with five or more dwelling units) real property as well as property owned by nonprofit, charitable or religious organizations.

Background

C-PACE was authorized by the Idaho State Legislature under House Bill No. 624 however local jurisdictions, cities or counties, must adopt, enact and administer local C-PACE programs.

Benefits

CPACE offers benefits to local cities and counties as well as the owners of privately owned commercial properties.

For.Cities.™ .Counties

- **Economic development tool:** the availability of the C-PACE Program incentivizes improving your community's building stock through retrofits of older buildings and construction of new, energy efficient ones. It also creates numerous jobs in the local economy.
- **Increased tax base/revenues:** better buildings are more valuable, which leads to higher tax assessments and an overall increase in tax revenues.
- **Minimal administrative burden:** the local government's role is to review applications for adherence to the established program. It follows a "check the box" administrative model which greatly reduces staff review time. This role can also be outsourced to third party administrators (e.g. EDO's) for application reviews and approval recommendations.
- **No government funding at risk:** C-PACE assessments are funded with 100% private capital. There is no capital or operating budget risk to local governments.

- **Fees:** local governments establish their desired fee structure to cover program costs and beyond, serving as a potential additional revenue source.
- **Public benefit:** improved and better constructed buildings are more efficient and resilient. They can help counties/cities meet their economic development and clean energy goals.
- **Housing:** one of the most common uses of C-PACE is in the funding of multifamily housing to include workforce housing, thereby serving as a tool to help address a community's need for additional housing.

For.Building.Owners.™ .Developers¿

One of the biggest barriers to converting potential projects to completed projects are the up-front costs required. CPACE financing typically requires little up-front investment, and qualifying improvements improve a property's value. Energy efficiency measures also lower operating costs. In addition, CPACE financing has the following benefits:

- **Up to 100%, long-term financing:** many owners lack the capital to complete efficiency and seismic improvements, especially on existing properties. All direct and indirect costs incidental to the qualified improvements can be wrapped into CPACE financing.
- **Increases Property Value:** making a building more energy efficient and resilient increases its value
- **Reduced operating costs:** a more energy efficient building is cheaper to operate, greatly reducing operating expenses, increasing operating income and thereby its value
- **Transferable upon sale**: some owners may want to sell the building before the financing is repaid. The CPACE lien and assessment are attached to the property and transfers to the new owner, thereby avoiding the need to pay it off.
- **Cash flow benefits**: CPACE financing may be repaid over the useful life of the improvements which, because of the long-term financing options, can have positive effects on cash flow.
- **Triple-net and Full-net leases may allow pass-through of assessment installments to tenants**: under triple/full net leases, CPACE payments can be passed along to tenants, who also typically derive benefit from any energy savings through reduced operating costs.

Example of a typical C-PACE process (details will vary by program)

- Property owner identifies desired project improvements (e.g. energy, water, renewable, seismic, etc.) for their renovation/retrofit or new construction project
- Property owner identifies a C-PACE capital provider (~lender) for their project.
- Property owner and capital provider reach mutual terms for the financing, to include interest rate, term, fees, etc.
- Project costs are verified and the project improvements are certified by a qualified engineer or energy manager in accordance with the local C-PACE program. The capital provider and property owner manage this, not the city/county.
- Property owner and capital provider work together to complete an application and all associated documents and submit them along with the application fee to the city/county.
- The city/county designated C-PACE Administrator reviews and approves the application. Upon application approval the property owner and capital provider proceed forward with the closing process to include completion of required closing documents. Upon closing the property owner and capital provider pay the program fee to the city/county.
- At closing the city/county records the assessment related documents, notifies the property owner and capital provider, and the capital provider disburses funds.
- Construction commences and once construction completes the assessment term and associated payments begin.
- Depending on the local program, the C-PACE assessment payment is billed and collected by either the local jurisdiction (county or city) or directly by the C-PACE capital provider. The latter is more typical in existing Idaho programs.